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Interim Director

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www.publichealth.lacounty.gov



BOARD OF SUPERVISORS

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August 16, 2016

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**APPROVAL TO EXECUTE THREE NEW CONTRACTS
FOR THE PROVISION OF BLACK INFANT HEALTH SERVICES
EFFECTIVE ~~AUGUST 16, 2016~~ NO SOONER THAN DATE OF BOARD APPROVAL
THROUGH JUNE 30, 2021
(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)**

SUBJECT

Request approval to execute three (3) new contracts for the provision of Black Infant Health services.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Authorize and instruct the Interim Director of the Department of Public Health (DPH), or her designee, to execute new contracts, substantially similar to Exhibit I, with each of the qualified agencies listed in Attachment A, selected through a competitive solicitation process for the provision of Black Infant Health (BIH) services, effective ~~August 16, 2016~~ no sooner than date of Board approval through June 30, 2018, at a total maximum obligation of \$3,503,746 consisting of \$1,752,973 for the period ~~August 16, 2016~~ no sooner than date of Board approval through June 30, 2017 and \$1,750,773 for the period July 1, 2017 through June 30, 2018, funded by Federal Title V Maternal and Child Health, Los Angeles County Children and Families First – Proposition 10 Commission (First 5 LA), and Title XIX Medi-Cal funds.
2. Delegate authority to the Interim Director of DPH, or her designee, to execute amendments to the contracts that extend the term through June 30, 2021; adjust the

REVISED

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

18 August 23, 2016

LORI GLASGOW
EXECUTIVE OFFICER

term through December 31, 2021; allow the rollover of unspent contract funds; and/or provide an increase or decrease in funding up to 10 percent above or below each term's annual base maximum obligation, effective upon amendment execution or at the beginning of the applicable contract term, and make corresponding service adjustments, as necessary, subject to review and approval by County Counsel, and notification to your Board and the Chief Executive Office.

3. Delegate authority to the Interim Director of DPH, or her designee, to execute change notices to the contracts that authorize modifications to or within budget categories, and corresponding service adjustments, as necessary; changes to hours of operation and/or service locations; and/or corrections of errors in the contract's terms and conditions.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of Recommendation 1 will allow DPH to execute three (3) contracts with selected qualified agencies to provide BIH services through facilitated prenatal and postpartum client groups with complimentary case management in three (3) targeted Service Planning Areas (SPA) in Los Angeles County. The targeted SPAs are SPA 1, SPA 6, and SPA 8.

The BIH Program is administered under the California Department of Public Health (CDPH), Center for Family Health within the Maternal, Child and Adolescent Health Division. The program aims to improve health among African American mothers and babies and to reduce Black-White disparities by empowering pregnant and parenting African American women to make healthy choices for themselves, their families, and their communities. Since 1993, DPH has contracted with community-based organizations to provide BIH services.

While studies suggest that social factors are involved in patterns of birth outcome disparities, in 2006 CDPH conducted an assessment of the BIH Program and found that there was no definitive scientific evidence addressing how to decrease racial disparities in birth outcomes. The assessment did find, however, strong theoretical support for an empowerment-focused group approach. Evaluation of pregnant/postpartum women support groups found that group interventions have greater impact than individual interactions alone. In 2010, to better meet the needs of pregnant and postpartum African American women, CDPH revised the BIH Program to: 1) include a group intervention designed to encourage empowerment and social support in the context of a life course perspective; and 2) enhance case management to link clients to needed community and health-related services.

The DPH BIH Program will utilize the revised CDPH BIH Program Model to provide services to African American women who are 18 years of age and older and less than 26 weeks pregnant. The program is a twenty session group intervention (10 sessions prenatally and 10 sessions postpartum) with complementary case management designed to be culturally relevant and to help women develop life skills, learn strategies for reducing stress, and build social support.

Due to funding limitations and the amount of funding required to implement the CDPH BIH Program, three (3) high-need priority SPAs were identified based upon an analysis of selected perinatal indicators by SPA (excluding the cities of Long Beach and Pasadena). The selected perinatal indicators included the number and percentage of: African American females ages 18 to 44, African American females living under 200% of the Federal Poverty Level, African American live births, African American Medi-Cal births, African American low birth weight live births, African American live births with inadequate or no prenatal care, and African American infant deaths. As a result of the data indicators analyzed, SPAs 1, 6, and 8 were identified as the areas with the greatest need.

Approval of Recommendation 2 will allow DPH to execute amendments to the contracts to extend and/or adjust the term of the contracts; rollover unspent funds; and/or increase or decrease funding up to 10 percent above or below the annual base maximum obligation, effective upon amendment execution or at the beginning of the applicable contract term, and make corresponding service adjustments, as necessary. This recommended action will enable DPH to amend the contracts to adjust the term for a period of up to six (6) months beyond the expiration date. Such amendments will only be executed if and when there is an unanticipated extension of the term of the applicable grant funding to allow additional time to complete services and utilize grant funding. This authority is being requested to enhance DPH's efforts to expeditiously maximize grant revenue, consistent with Board Policy 4.070: Full Utilization of Grant Funds.

Recommendation 2 will also enable DPH to amend the contracts to allow for the provision of additional units of funded services that are above the service level identified in the current contracts and/or the inclusion of unreimbursed eligible costs, based on the availability of grant funds and grant funder approval. While the County is under no obligation to pay a contractor beyond what is identified in the original executed contracts, the County may determine that the contractor has provided evidence of eligible costs for qualifying contracted services and that it is in the County's best interest to increase the maximum contract obligation as a result of receipt of additional grant funds or a determination that funds should be reallocated. This recommendation has no impact on net County cost.

Approval of Recommendation 3 will allow DPH to execute change notices to the contracts that authorize modifications to or within budget categories, and corresponding service adjustments, as necessary; changes to hours of operation and/or service locations; and/or corrections of errors in the contract's terms and conditions.

Implementation of Strategic Plan Goals

The recommended actions support Goal 3, Integrated Services Delivery, of the County's Strategic Plan.

FISCAL IMPACT/FINANCING

The estimated total maximum obligation for the three (3) BIH Services contracts is \$3,503,746 consisting of \$1,752,973 for the period ~~August 16, 2016~~ no sooner than date of Board approval through June 30, 2017 and \$1,750,773 for the period July 1, 2017 through June 30, 2018, funded by Federal Title V Maternal and Child Health, First 5 LA, and Title XIX Medi-Cal funds.

Funding is included in DPH's fiscal year (FY) 2016-17 Recommended Budget and will be included in future FYs, as necessary.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The BIH Program targets pregnant women and new mothers and their families. It strives to empower and connect mothers to important social support programs that help them develop healthy and supportive relationships with their children and partners. It also educates communities so that health outcomes can improve for African American infants.

The state-wide BIH Program began in 1989 to address the alarming number of black infant deaths. Even now, health disparities are prevalent in African American communities in Los Angeles County. Data compiled by the DPH Maternal, Child, and Adolescent Health Program in 2012 demonstrates that the infant mortality rate for African American babies in Los Angeles County is twice as high as the overall County rate and that of white babies. Among all races/ethnic groups, African American mothers had one of the highest percentages of low birth weight births and preterm births. In addition, the prevalence of overweight/obesity just before pregnancy among African American mothers was three (3) times higher than Asian Pacific Islander mothers, who had the lowest prevalence of overweight/obesity among all other racial and ethnic groups.

County Counsel has reviewed and approved Exhibit I as to form.

Attachment A is the list of three (3) recommended contracts. Attachment B is the contracting opportunity announcement on the County's "Doing Business with Us" website.

CONTRACTING PROCESS

On March 8, 2016, DPH released an Invitation for Bids (IFB) to solicit BIH services in SPAs 1, 6, and 8. Bidders could submit bids to provide services in one (1), two (2), or all three (3) SPAs.

The contracting opportunity announcement was posted on the County of Los Angeles Online website and DPH's Contracts and Grants website, and a Notice of Intent to release the IFB was also sent by electronic mail to 164 vendors listed in DPH's internal list of vendors for BIH services. DPH received four (4) bids (two (2) bids for SPA 1, one (1) bid for

SPA 6, and one (1) bid for SPA 8) by the submission deadline. Bids were reviewed by a panel that consisted of representatives from various programs within DPH with subject matter expertise.

Bids were evaluated in accordance with the Evaluation Methodology for Proposals – Policy 5.054 approved by your Board on March 31, 2009 and the IFB solicitation process. None of the bids were disqualified and deemed non-responsive to the IFB because they did not meet all of the minimum requirements.

On June 22, 2016, notifications of the IFB results were sent to the agencies, providing an opportunity to any non-selected Bidders to submit a written Notice of Intent to Request a Proposed Contractor Selection Review (PCSR). One (1) Notice of Intent to Request a PCSR was received. One (1) transmittal form to request a PCSR was received by the deadline. Upon review, DPH determined that the assertions were unsubstantiated. Bidder subsequently requested a County Independent Review (CIR). A CIR was conducted by the Internal Services Department who determined that the assertions have no merit. The CIR findings report was provided to the Bidder on July 26, 2016.

IMPACT ON CURRENT SERVICES

Approval of the recommended actions will allow DPH to award new contracts for the provision of BIH Program services in SPAs 1, 6, and 8 to address the problem of poor birth outcomes and health disparities that affect African American women and their babies.

Respectfully submitted,

A handwritten signature in black ink, reading "David Dijkstra". The signature is fluid and cursive, with the first name "David" and last name "Dijkstra" clearly legible.

David Dijkstra
Deputy Director, Operations Support Bureau

DD:eav
BL#03577

Enclosures (3)

c: Chief Executive Officer
County Counsel
Executive Officer, Board of Supervisors

Contract No. PH-003173



CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC HEALTH

AND

CHILDREN'S BUREAU OF SOUTHERN CALIFORNIA

FOR

BLACK INFANT HEALTH SERVICES

CONTRACT BODY (CB)

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Exhibit A – Statement of Work – Intentionally Omitted
Exhibit B – Scope(s) of Work
Exhibit C – Budget(s)
Exhibit D – Contractor's EEO Certification
Exhibit E – County's Administration
Exhibit F – Contractor's Administration
Exhibit G – Contractor Acknowledgement and Confidentiality Agreement
Exhibit H – Health Insurance Portability and Accountability Act (HIPAA)

UNIQUE EXHIBITS

Exhibit I – Charitable Contributions Certification

**DEPARTMENT OF PUBLIC HEALTH
BLACK INFANT HEALTH SERVICES CONTRACT**

THIS CONTRACT "Contract" is made and entered into this _____
day of _____, 2016,

by and between

COUNTY OF LOS ANGELES (hereafter
"County")

and

CHILDREN'S BUREAU OF
SOUTHERN CALIFORNIA
(hereafter "Contractor").

WHEREAS, California Health and Safety Code Section 101025 places upon
County's Board of Supervisors ("Board"), the duty to preserve and protect the public's
health; and

WHEREAS, California Health and Safety Code Section 101000 requires
County's Board to appoint a County Health Officer, who is also the Director of County's
Department of Public Health ("DPH" or "Department"), to provide services directed
toward the prevention or mitigation of communicable and infectious diseases within the
jurisdiction of County; and

WHEREAS, the term "Director" as used herein refers to the County's Director of
DPH, or his duly authorized designee; (hereafter jointly referred to as "Director"); and

WHEREAS, THIS Contract is therefore authorized under Section 44.7 of the Los
Angeles County Charter and Los Angeles County codes Section 2.121.250; and

WHEREAS, Contractor is willing and able to provide the services described
herein, in consideration of the payments under this contract and under the terms and
conditions hereafter set forth; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

1. APPLICABLE DOCUMENTS:

Exhibits B, C, D, E, F, G, H and I are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, budget, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the terms and conditions of the Contract and then to the Exhibits as listed below:

Standard Exhibits

Exhibit B – Scope(s) of Work
Exhibit C – Budget(s)
Exhibit D – Contractor's EEO Certification
Exhibit E – County's Administration
Exhibit F – Contractor's Administration
Exhibit G – Contractor Acknowledgement and Confidentiality Agreement
Exhibit H – Health Insurance Portability and Accountability Act (HIPAA)

Unique Exhibits

Exhibit I – Charitable Contributions Certification

2. DEFINITIONS:

A. Contract: This agreement executed between County and Contractor. It sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services and other work including Scopes of Work, Exhibits B-1, and B-2.

B. Contractor: The sole proprietor, partnership, corporation or other person or entity that has entered into this Contract with the County.

3. DESCRIPTION OF SERVICES:

A. Contractor shall provide services in the manner described in Exhibits B-1, and B-2 (Scopes of Work), attached hereto and incorporated herein by reference.

B. Contractor acknowledges that the quality of service(s) provided under this Contract shall be at least equivalent to that which Contractor provides to all other clients it serves.

C. If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.

4. TERM OF CONTRACT:

The term of this Contract shall be effective August 16, 2016, and shall continue in full force and effect through June 30, 2018, unless sooner terminated or extended, in whole or in part, as provided in this Contract.

The County shall have the sole option to extend this Contract term up to three (3) additional one (1) year terms for a total contract term of five (5) years. Each such option shall be exercised at the sole discretion of the Department Director or his/her designee as authorized by the Board of Supervisors, subject to Contractor performance and the availability of funding.

The Contractor shall notify Maternal, Child, and Adolescent Health (MCAH) Programs when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to the MCAH Program Director at the address herein provided in Section 22, Notices.

5. MAXIMUM OBLIGATION OF COUNTY:

A. Effective August 16, 2016 through June 30, 2017, the maximum obligation of County for all services provided hereunder shall not exceed Six Hundred Thousand Dollars (\$600,000), as set forth in Exhibit C-1, attached hereto and incorporated herein by reference.

B. Effective July 1, 2017 through June 30, 2018, the maximum obligation of County for all services provided hereunder shall not exceed Six Hundred Thousand Dollars (\$600,000), as set forth in Exhibit C-2, attached hereto and incorporated herein by reference.

C. The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by person or entity other than the Contractor, whether through assignment, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall not occur except with the County's express prior written approval.

D. The Contractor shall maintain a system of record keeping that will allow the contractor to determine when it has incurred seventy-five percent (75%) of the total contract sum under this Contract. Upon occurrence of this event, the Contractor shall send written notification to the Department at the address herein provided under Paragraph 21, NOTICES.

E. No Payment for Services Provided Following Expiration/

Termination of Contract: The Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for Services rendered after expiration/termination of this Contract shall not constitute a waiver of County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Contract.

6. INVOICES AND PAYMENT:

A. The Contractor shall invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibits B-1, and B-2 hereunder and in accordance with Exhibits C-1, and C-2 attached hereto and incorporated herein by reference.

B. The Contractor shall bill County monthly in arrears. All billings shall include a financial invoice and all required reports and/or data. All billings shall clearly reflect all required information as specified on forms provided by County

regarding the services for which claims are to be made and any and all payments made to Contractor.

C. Billings shall be submitted to County within thirty (30) calendar days after the close of each calendar month. Within a reasonable period of time following receipt of a complete and correct monthly billing, County shall make payment in accordance to the Budget(s) attached hereto and incorporated herein by reference.

D. Billings shall be submitted directly to the DPH County BIH Coordinator, Maternal, Child, and Adolescent Health Program, 600 South Commonwealth Avenue, Suite 805, Los Angeles, California 90005.

E. For each term, or portion thereof, that this Contract is in effect, Contractor shall provide an annual cost report within thirty (30) calendar days following the close of the contract period. Such cost report shall be prepared in accordance with generally accepted accounting principles and clearly reflect all required information as specified in instructions and forms provided by the County.

If this Contract is terminated prior to the close of the contract period, the cost report shall be for that Contract period which ends on the termination date. The report shall be submitted within thirty (30) calendar days after such termination date.

The primary objective of the annual cost report shall be to provide the County with actual expenditure data for the contract period that shall serve as the basis for determining final amounts due to/from the Contractor.

If the annual cost report is not delivered by Contractor to County within the specified time, Director may withhold all payments to Contractor under all service agreements between County and Contractor until such report is delivered to County and/or, at the Director's sole discretion, a final determination of amounts due to/from Contractor is determined on the basis of the last monthly billing received.

Failure to provide the annual cost report may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

F. Upon expiration or prior termination of this Contract, Contractor shall submit, within thirty (30) calendar days, any outstanding and/or final invoice(s) for processing and payment. Contractor's failure to submit any outstanding and/or final invoice(s) within the specified period shall constitute Contractor's waiver to receive payment for any outstanding and/or final invoice(s).

G. Withholding Payment:

(1) Subject to the reporting and data requirements of this Contract and the exhibit(s) attached hereto, Director may withhold any payment to Contractor if any report or data is not delivered by Contractor to County within the time limits of submission as set forth in this Contract, or if such report or data is incomplete in accordance with requirements set forth in this Contract. This withholding may be invoked for the current

month and any succeeding month or months for reports or data not delivered in a complete and correct form.

(2) Subject to the Record Retention and Audits provision of this Contract, Director may withhold any claim for payment by Contractor if Contractor has been given at least thirty (30) calendar days notice of deficiency(ies) in compliance with the terms of this Contract and has failed to correct such deficiency(ies). This withholding may be invoked for any month or months for deficiency(ies) not corrected.

(3) Upon acceptance by County of all report(s) and data previously not accepted under this provision and/or upon correction of the deficiency(ies) noted above, Director shall reimburse all withheld payments on the next regular monthly claim for payment by Contractor.

(4) Subject to the provisions of the exhibit(s) of this Contract, if the services are not completed by Contractor within the specified time, Director may withhold all payments to Contractor under this Contract until proof of such service(s) is/are delivered to County.

(5) In addition to Sub-paragraphs (1) through (4) immediately above, Director may withhold payments due to Contractor for amounts due to County as determined by any cost report settlement, audit report, audit report settlement, or financial evaluation report, resulting from this or any current year's Contract(s) or any prior year's Contract(s) between the County and Contractor. The withheld payments will be used to pay all

amounts due to the County. Any remaining withheld payment will be paid to the Contractor accordingly.

(6) Director may withhold any payment to Contractor if Contractor, in the judgment of the County is in material breach of this Contract or has failed to fulfill its obligations under this Contract until Contractor has cured said breaches and/or failures. Director will provide written notice of its intention to withhold payment specifying said breaches and/or failure to Contractor.

H. Fiscal Viability: Contractor must be able to carry the costs of its program without reimbursement under this Contract for at least sixty (60) days at any point during the term of this contract.

7. FUNDING/SERVICES ADJUSTMENTS AND REALLOCATIONS:

A. Upon Director's specific written approval, as authorized by the County's Board of Supervisors, County may: 1) increase or decrease funding up to ten percent (10%) above or below each term's annual base maximum obligation; 2) reallocate funds between budgets within this Contract where such funds can be more effectively used by Contractor up to ten percent (10%) of the term's annual base maximum obligation; and 3) make modifications to or within budget categories within each budget, as reflected in Exhibits C-1, and C-2, and make corresponding service adjustments, as necessary. Such adjustments may be made based on the following: (a) if additional monies are available from federal, State, or County funding sources; (b) if a reduction of monies occurs from federal, State, or County funding sources; and/or (c) if County determines

from reviewing Contractor's records of service delivery and billings to County that an underutilization of funds provided under this Contract will occur over its term.

All funding adjustments and reallocation as allowed under this Paragraph may be effective upon amendment execution or at the beginning of the applicable contract term, to the extent allowed by the funding source and as authorized by the County's Board of Supervisors. Adjustments and reallocations of funds in excess of the aforementioned amount shall require separate approval by County's Board of Supervisors. Any change to the County maximum obligation or reallocation of funds between budgets in this Contract shall be effectuated by an administrative amendment to this Contract pursuant to the ALTERATION OF TERMS/AMENDMENTS Paragraph of this Contract. Any modification to or within budget categories within each budget, as reflected in Exhibits C-1, and C-2, shall be effectuated by a change notice that shall be incorporated into and become part of this Contract pursuant to the ALTERATION OF TERMS/AMENDMENTS Paragraph of this Contract.

B. County and Contractor shall review Contractor's expenditures and commitments to utilize any funds, which are specified in this Contract for the services hereunder and which are subject to time limitations as determined by Director, midway through each County fiscal year during the term of this Contract, midway through the applicable time limitation period for such funds if such period is less than a County fiscal year, and/or at any other time or times during each County fiscal year as determined by Director. At least fifteen (15) calendar days prior to each such review, Contractor shall provide Director with a

current update of all of Contractor's expenditures and commitments of such funds during such fiscal year or other applicable time period.

8. ALTERATION OF TERMS/AMENDMENTS:

A. The body of this Contract and any Exhibit(s) attached hereto, fully expresses all understandings of the parties concerning all matters covered and shall constitute the total Contract. No addition to, or alteration of, the terms of this Contract, whether by written or verbal understanding of the parties, their officers, employees or agents, shall be valid and effective unless made in the form of a written amendment to this Contract which is formally approved and executed by the parties in the same manner as this Contract.

B. The County's Board of Supervisors; the Chief Executive Officer or designee; or applicable State and/or federal entities, laws, or regulations may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract to comply with changes in law or County policy. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors, Chief Executive Officer, or State or federal entity. To implement such changes, an Amendment to the Contract shall be prepared by Director and executed by the Contractor and Director, as authorized by the County's Board of Supervisors.

C. Notwithstanding Paragraph 7.A., in instances where the County's Board of Supervisors has delegated authority to the Director to amend this Contract to permit extensions or adjustments of the contract term; the rollover of unspent Contract funds; and/or an internal reallocation of funds between budgets

up to ten percent (10%) of each term's annual base maximum obligation and/or an increase or decrease in funding up to ten percent (10%) above or below each term's annual base maximum obligation, effective upon amendment execution or at the beginning of the applicable Contract term, and make corresponding service adjustments, as necessary, an Administrative Amendment shall be prepared by Director and executed by the Contractor and Director, as authorized by the County's Board of Supervisors, and shall be incorporated into and become part of this Contract.

D. Notwithstanding Paragraph 7.A., in instances where the County's Board of Supervisors has delegated authority to the Director to amend this Contract to permit modifications to or within budget categories within each budget, as reflected in Exhibit C, and corresponding adjustment of the scope of work tasks and/or activities and/or allow for changes to hours of operation, changes to service locations, and/or correction of errors in the Contract's terms and conditions, a written Change Notice shall be signed by the Director and Contractor, as authorized by the County's Board of Supervisors. The executed Change Notice shall be incorporated into and become part of this Contract.

9. CONFIDENTIALITY:

A. Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning

information technology security and the protection of confidential records and information.

B. Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this CONFIDENTIALITY Paragraph, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this CONFIDENTIALITY Paragraph shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole costs and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

C. Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.

D. Contractor shall sign and adhere to the provisions of the "Contractor Acknowledgement and Confidentiality Agreement", Exhibit E.

10. CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST: Should Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

11. INDEMNIFICATION: The Contractor shall indemnify, defend, and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers ("County Indemnitees") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from and/or relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

12. GENERAL PROVISIONS FOR ALL INSURANCE COVERAGES: Without limiting Contractor's indemnification of County and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in this paragraph and in the INSURANCE COVERAGE

REQUIREMENTS Paragraph of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

A. Evidence of Coverage and Notice to County: A certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to the County at the address shown below and provided prior to commencing services under this Contract.

Renewal Certificates shall be provided to County not less than ten (10) calendar days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.

Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or

self-insured retentions exceeding Fifty Thousand Dollars (\$50,000), and list any County required endorsement forms.

Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

County of Los Angeles – Department of Public Health
Contract Monitoring Division
5555 Ferguson Drive, Suite 210
Commerce, California 90022
Attention: Chief Contract Monitoring Unit

Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor.

Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its Sub-Contractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.

B. Additional Insured Status and Scope of Coverage: The County of Los Angeles, its special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability

arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Provisions herein.

C. Cancellation of or Changes in Insurance: Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

D. Failure to Maintain Insurance: Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract.

County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

E. Insurer Financial Ratings: Coverage shall be placed with insurers acceptable to the County with an A.M. Best ratings of not less than A:VII unless otherwise approved by County.

F. Contractor's Insurance Shall Be Primary: Contractor's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

G. Waivers of Subrogation: To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' right of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

H. Compensation for County Costs: In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to County, Contractor shall pay full compensation for all costs incurred by County.

I. Sub-Contractor Insurance Coverage Requirements: Contractor shall include all Sub-Contractors as insureds under Contractor's own policies, or

shall provide County with each Sub-Contractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein, and shall require that each Sub-Contractor name the County and Contractor as additional insureds on the Sub-Contractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

J. Deductibles and Self-Insured Retentions (SIRs): Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects to the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

K. Claims Made Coverage: If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Contract. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

L. Application of Excess Liability Coverage: Contractors may use a combination of primary, and excess insurance policies which provide coverage

as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

M. Separation of Insureds: All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

N. Alternative Risk Financing Programs: The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

O. County Review and Approval of Insurance Requirements: The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

13. INSURANCE COVERAGE REQUIREMENTS:

A. Commercial General Liability insurance (providing scope of coverage equivalent to Insurance Services Office ["ISO"] policy form "CG 00 01"), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate:	\$2 Million
Products/Completed Operations Aggregate:	\$1 Million
Personal and Advertising Injury:	\$1 Million

Each Occurrence:

\$1 Million

B. Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form "CA 00 01") with limits of not less than One Million Dollars (\$1,000,000) for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Contract, including "owned", "leased", "hired", and/or "non-owned" autos, as each may be applicable.

C. Workers' Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than One Million Dollars (\$1,000,000) per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

D. Professional Liability/Errors and Omissions: Insurance covering Contractor's liability arising from or related to this Contract, with limits of not less

than One Million Dollars (\$1,000,000) per claim and Two Million Dollars (\$2,000,000) aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Contract's expiration, termination or cancellation.

14. OWNERSHIP OF MATERIALS, SOFTWARE AND COPYRIGHT:

A. Contractor agrees that all public announcements, literature, audiovisuals, and printed material developed or acquired by Contractor or otherwise, in whole or in part, under this Contract, and all works based thereon, incorporated therein, or derived there from, shall be the sole property of County.

B. Contractor hereby assigns and transfers to County in perpetuity for all purposes all Contractors' rights, title, and interest in and to all such items including, but not limited to, all unrestricted and exclusive copyrights and all renewals and extensions thereof.

C. With respect to any such items which come into existence after the commencement date of the Contract, Contractor shall assign and transfer to County in perpetuity for all purposes, without any additional consideration, all Contractor's rights, title, and interest in and to all items, including, but not limited to, all unrestricted and exclusive copyrights and all renewals and extensions thereof.

D. During the term of this Contract and for five (5) years thereafter, the Contractor shall maintain and provide security for all of the Contractor's working papers prepared under this Contract. County shall have the right to inspect, copy

and use at any time during and subsequent to the term of this Contract, any and all such working papers and all information contained therein.

E. Any and all materials, software and tools which are developed or were originally acquired by the Contractor outside the scope of this Contract, which the Contractor desires to use hereunder, and which the Contractor considers to be proprietary or confidential, must be specifically identified by the Contractor to the County's Project Manager as proprietary or confidential, and shall be plainly and prominently marked by the Contractor as "Proprietary" or "Confidential" on each appropriate page of any document containing such material.

F. If directed to do so by County, Contractor will place the County name, its department names and/or its marks and logos on all items developed under this Contract. If also directed to do so by County, Contractor shall affix the following notice to all items developed under this Contract: "© Copyright 2016 (or such other appropriate date of first publication), County of Los Angeles. All Rights Reserved." Contractor agrees that it shall not use the County name, its department names, its program names, and/or its marks and logos on any materials, documents, advertising, or promotional pieces, whether associated with work performed under this Contract or for unrelated purposes, without first obtaining the express written consent of County.

For the purposes of this Contract, all such items shall include, but not be limited to, written materials (e.g, curricula, text for vignettes, press releases, advertisements, text for public service announcements for any and all media

types, pamphlets, brochures, fliers), software, audiovisual materials (e.g., films, videotapes, websites), and pictorials (e.g., posters and similar promotional and educational materials using photographs, slides, drawings, or paintings).

15. PUBLICITY: Contractor agrees that all materials, public announcements, literature, audiovisuals, and printed materials utilized in association with this Contract, shall have prior written approval from the Director or his/her designee prior to its publication, printing, duplication, and implementation with this Contract. All such materials, public announcements, literature, audiovisuals, and printed material shall include an acknowledgement that funding for such public announcements, literature, audiovisuals, and printed materials was made possible by the County of Los Angeles, Department of Public Health and other applicable funding sources.

For the purposes of this Contract, all such items shall include, but not be limited to, written materials (e.g., curricula, text for vignettes, text for public service announcements for any and all media types, pamphlets, brochures, fliers), audiovisual materials (e.g., films, videotapes), and pictorials (e.g., posters and similar promotional and educational materials using photographs, slides, drawings, or paintings).

16. RECORD RETENTION AND AUDITS:

A. Service Records: Contractor shall maintain all service records related to this contract for a minimum period of five (5) years following the expiration or prior termination of this Contract. Contractor shall provide upon request by County, accurate and complete records of its activities and operations as they relate to the provision of services, hereunder. Records shall be accessible as detailed in the subsequent sub-paragraph.

B. Financial Records: Contractor shall prepare and maintain on a current basis, complete financial records in accordance with generally accepted accounting principles and also in accordance with written guidelines, standards, and procedures which may from time to time be promulgated by Director. For additional information, please refer to the Los Angeles County Auditor-Controller's Contract Accounting and Administration Handbook. The handbook is available on the internet at <http://publichealth.lacounty.gov/cg/docs/AuditorControllerContractingandAdminHB.pdf>

Such records shall clearly reflect the actual cost of the type of service for which payment is claimed and shall include, but not be limited to:

- (1) Books of original entry which identifies all designated donations, grants, and other revenues, including County, federal, and State revenues and all costs by type of service.
- (2) A General Ledger.
- (3) A written cost allocation plan which shall include reports, studies, statistical surveys, and all other information Contractor used to identify and allocate indirect costs among Contractor's various services. Indirect Costs shall mean those costs incurred for a common or joint objective which cannot be identified specifically with a particular project or program.
- (4) Personnel records which show the percentage of time worked providing service claimed under this Contract. Such records shall

be corroborated by payroll timekeeping records, signed by the employee and approved by the employee's supervisor, which show time distribution by programs and the accounting for total work time on a daily basis. This requirement applies to all program personnel, including the person functioning as the executive director of the program, if such executive director provides services claimed under this Contract.

(5) Personnel records which account for the total work time of personnel identified as indirect costs in the approved contract budget. Such records shall be corroborated by payroll timekeeping records signed by the employee and approved by the employee's supervisor. This requirement applies to all such personnel, including the executive director of the program, if such executive director provides services claimed under this Contract.

The entries in all of the aforementioned accounting and statistical records must be readily traceable to applicable source documentation (e.g., employee timecards, remittance advice, vendor invoices, appointment logs, client/patient ledgers). The client/patient eligibility determination and fees charged to, and collected from clients/patients must also be reflected therein. All financial records shall be retained by Contractor at a location within Los Angeles County during the term of this Contract and for a minimum period of five (5) years following expiration or earlier termination of this Contract, or until federal, State and/or County audit findings are resolved, whichever is later. During such retention

period, all such records shall be made available during normal business hours within ten (10) calendar days, to authorized representatives of federal, State, or County governments for purposes of inspection and audit. In the event records are located outside Los Angeles County and Contractor is unable to move such records to Los Angeles County, the Contractor shall permit such inspection or audit to take place at an agreed to outside location, and Contractor shall pay County for all travel, per diem, and other costs incurred by County for any inspection and audit at such other location. Contractor shall further agree to provide such records, when possible, immediately to County by facsimile/FAX, or through the Internet (i.e. electronic mail ["e-mail"]), upon Director's request. Director's request shall include appropriate County facsimile/FAX number(s) and/or e-mail address(es) for Contractor to provide such records to County. In any event, Contractor shall agree to make available the original documents of such FAX and e-mail records when requested by Director for review as described hereinabove.

C. Preservation of Records: If following termination of this Contract Contractor's facility is closed or if ownership of Contractor changes, within forty-eight (48) hours thereafter, the Director is to be notified thereof by Contractor in writing and arrangements are to be made by Contractor for preservation of the client/patient and financial records referred to hereinabove.

D. Audit Reports: In the event that an audit of any or all aspects of this Contract is conducted by any federal or State auditor, or by any auditor or

accountant employed by Contractor or otherwise, Contractor shall file a copy of each such audit report(s) with the Chief of the County's Department of Public Health ("DPH") Contract Monitoring Division, and with County's Auditor-Controller (Auditor-Controller's Audit Branch) within thirty (30) calendar days of Contractor's receipt thereof, unless otherwise provided for under this Contract, or under applicable federal or State regulations. To the extent permitted by law, County shall maintain the confidentiality of such audit report(s).

E. Independent Audit: Contractor's financial records shall be audited by an independent auditor in compliance with Title 2 of the Code of Federal Regulations (CFR) 200.501. The audit shall be made by an independent auditor in accordance with Governmental Financial Auditing Standards developed by the Comptroller General of the United States, and any other applicable federal, State, or County statutes, policies, or guidelines. Contractor shall complete and file such audit report(s) with the County's DPH Contract Monitoring Division no later than the earlier of thirty (30) days after receipt of the auditor's report(s) or nine (9) months after the end of the audit period.

If the audit report(s) is not delivered by Contractor to County within the specified time, Director may withhold all payments to Contractor under all service agreements between County and Contractor until such report(s) is delivered to County.

The independent auditor's work papers shall be retained for a minimum of three (3) years from the date of the report, unless the auditor is notified in writing

by County to extend the retention period. Audit work paper shall be made available for review by federal, State, or County representative upon request.

F. Federal Access to Records: If, and to the extent that, Section 1861 (v) (1) (I) of the Social Security Act [42 United States Code ("U.S.C.") Section 1395x(v) (1) (I)] is applicable, Contractor agrees that for a period of five (5) years following the furnishing of services under this Contract, Contractor shall maintain and make available, upon written request, to the Secretary of the United States Department of Health and Human Services or the Comptroller General of the United States, or to any of their duly authorized representatives, the contracts, books, documents, and records of Contractor which are necessary to verify the nature and extent of the cost of services provided hereunder. Furthermore, if Contractor carries out any of the services provided hereunder through any subcontract with a value or cost of Ten Thousand Dollars (\$10,000) or more over a twelve (12) month period with a related organization (as that term is defined under federal law), Contractor agrees that each such subcontract shall provide for such access to the subcontract, books, documents, and records of the subcontractor.

G. Program and Audit/Compliance Review: In the event County representatives conduct a program review and/or an audit/compliance review of Contractor, Contractor shall fully cooperate with County's representatives. Contractor shall allow County representatives access to all records of services rendered and all financial records and reports pertaining to this Contract and shall allow photocopies to be made of these documents utilizing Contractor's

photocopier, for which County shall reimburse Contractor its customary charge for record copying services, if requested. Director shall provide Contractor with at least ten (10) working days prior written notice of any audit/compliance review, unless otherwise waived by Contractor.

County may conduct a statistical sample audit/compliance review of all claims paid by County during a specified period. The sample shall be determined in accordance with generally accepted auditing standards. An exit conference shall be held following the performance of such audit/compliance review at which time the result shall be discussed with Contractor. Contractor shall be provided with a copy of any written evaluation reports.

Contractor shall have the opportunity to review County's findings on Contractor, and Contractor shall have thirty (30) calendar days after receipt of County's audit/compliance review results to provide documentation to County representatives to resolve the audit exceptions. If, at the end of the thirty (30) calendar day period, there remains audit exceptions which have not been resolved to the satisfaction of County's representatives, then the exception rate found in the audit, or sample, shall be applied to the total County payment made to Contractor for all claims paid during the audit/compliance review period to determine Contractor's liability to County. County may withhold any claim for payment by Contractor for any month or months for any deficiency(ies) not corrected.

H. Audit Settlements:

(1) If an audit conducted by federal, State, and/or County representatives finds that units of service, actual reimbursable net costs for any services and/or combinations thereof furnished hereunder are lower than units of service and/or reimbursement for stated actual net costs for any services for which payments were made to Contractor by County, then payment for the unsubstantiated units of service and/or unsubstantiated reimbursement of stated actual net costs for any services shall be repaid by Contractor to County. For the purpose of this paragraph an “unsubstantiated unit of service” shall mean a unit of service for which Contractor is unable to adduce proof of performance of that unit of service and “unsubstantiated reimbursement of stated actual net costs” shall mean a stated actual net costs for which Contractor is unable to adduce proof of performance and/or receipt of the actual net cost for any service.

(2) If an audit conducted by federal, State, and/or County representatives finds that actual allowable and documented costs for a unit of service provided hereunder are less than the County’s payment for those units of service, the Contractor shall repay County the difference immediately upon request, or County has the right to withhold and/or offset that repayment obligation against future payments.

(3) If within thirty (30) calendar days of termination of the Contract period, such audit finds that the units of service, allowable costs of services and/or any combination thereof furnished hereunder are higher

than the units of service, allowable costs of services and/or payments made by County, then the difference may be paid to Contractor, not to exceed the County maximum Obligation.

(4) In no event shall County be required to pay Contractor for units of services that are not supported by actual allowable and documented costs.

(5) In the event that Contractor's actual allowable and documented cost for a unit of service are less than fee-for-service rate(s) set out in the budget(s), the Contractor shall be reimbursed for its actual allowable and documented costs only.

I. Failure to Comply: Failure of Contractor to comply with the terms of this Paragraph shall constitute a material breach of contract upon which Director may suspend or County may immediately terminate this Contract.

17. TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST

ORDINANCE OR RESTRICTIONS ON LOBBYING:

A. The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

B. Federal Certification and Disclosure Requirement: Because federal monies are to be used to pay for Contractor's services under this Contract, Contractor shall comply with all certification and disclosure requirements prescribed by Section 319, Public Law 101-121 (Title 31, U.S.C., Section 1352) and any implementing regulations, and shall ensure that each of its subcontractors receiving funds provided under this Contract also fully comply with all such certification and disclosure requirements.

18A. CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE: The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the Charitable Contributions Certification, Exhibit G, the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202)

18B. CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A
FEDERALLY FUNDED PROGRAM:

Contractor hereby warrants that neither it nor any of its staff members is restricted or excluded from providing services under any health care program funded by the federal government, directly or indirectly, in whole or in part, and that Contractor will notify Director within thirty (30) calendar days in writing of: (1) any event that would

require Contractor or a staff member's mandatory exclusion from participation in a federally funded health care program; and (2) any exclusionary action taken by any agency of the federal government against Contractor or one or more staff members barring it or the staff members from participation in a federally funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

Contractor shall indemnify and hold County harmless against any and all loss or damage County may suffer arising from any federal exclusion of Contractor or its staff members from such participation in a federally funded health care program.

Failure by Contractor to meet the requirements of this Paragraph shall constitute a material breach of contract upon which County may immediately terminate or suspend this Contract.

18C. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS (45 C.F.R. PART 76): Contractor hereby acknowledges that the County is prohibited from contracting with and making sub-awards to parties that are suspended, debarred, ineligible or excluded from securing federally funded contracts. By executing this Contract, Contractor certifies that neither it, nor any of its owners, officers, partners, directors or principals is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Further, by executing this Contract, Contractor certifies that, to its knowledge, none of its subcontractors, at any tier, or any owner, officer, partner director, or other principal of any subcontractor is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts.

Contractor shall immediately notify County in writing, during the term of this Contract, should it or any of its subcontractors or any principals of either being suspended, debarred, ineligible, or excluded from securing federally funded contracts. Failure of Contractor to comply with this provision shall constitute a material breach of this Contract upon which the County may immediately terminate or suspend this Contract.

18D. WHISTLEBLOWER PROTECTIONS:

A. Per statute 41 United States Code (U.S.C.) 4712, all employees working for contractors, grantees, subcontractors, and subgrantees on federal grants and contracts are subject to whistleblower rights, remedies, and protections and may not be discharged, demoted, or otherwise discriminated against as a reprisal for whistleblowing. In addition, whistleblowing protections cannot be waived by any agreement, policy, form, or condition of employment.

B. Whistleblowing is defined as making a disclosure “that the employee reasonably believes” is evidence of any of the following: gross mismanagement of a federal contract or grant; a gross waste of federal funds; an abuse of authority relating to a federal contract or grant; a substantial and specific danger to public health or safety; or a violation of law, rule, or regulation related to a federal contract or grant (including the competition for, or negotiation of, a contract or grant). To qualify under the statute, the employee’s disclosure must be made to: a member of Congress, or a representative of a Congressional committee; an Inspector General; the Government Accountability Office; a federal employee responsible for contract or grant oversight or management at the relevant agency; an official from the Department of Justice, or other law

enforcement agency; a court or grand jury; or a management official or other employee of the contractor, subcontractor, grantee, or subgrantee who has the responsibility to investigate, discover, or address misconduct.

C. The National Defense Authorization Act for fiscal year 2013, enacted January 2, 2013, mandates a Pilot Program for Enhancement of Contractor Employee Whistleblower Protections that requires that all grantees, their subgrantees, and subcontractors: to inform their employees working on any federal award that they are subject to the whistleblower rights and remedies of the pilot program; to inform their employees in writing of the employee whistleblower protections under statute 41 U.S.C. 4712 in the predominant native language of the workforce; and, contractors and grantees shall include such requirements in any agreement made with a subcontractor or subgrantee.”

18E. LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE

PROGRAM:

A. This Contract is subject to the provisions of the County’s ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.

B. The Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.

C. The Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other

representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.

D. If the Contractor has obtained certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:

(1) Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;

(2) In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and

(3) Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the State and

Internal Services Department of this information prior to responding to a solicitation or accepting a contract award.

18F. DISABLED VETERAN BUSINESS ENTERPRISE PREFERENCE

PROGRAM:

A. This Contract is subject to the provisions of the County's ordinance entitled Disabled Veteran Business Enterprise Preference Program, as codified in Chapter 2.211 of the Los Angeles County Code.

B. Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Disabled Veteran Business Enterprise.

C. Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Disabled veteran Business Enterprise.

D. If Contractor has obtained certification as a Disabled Veteran Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:

(1) Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;

(2) In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and

(3) Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the state and ISD of this information prior to responding to a solicitation or accepting a contract award.

18G. COMPLIANCE WITH COUNTY'S CHILD WELLNESS POLICY: This Contract is subject to Chapter 3.116 of the County Code entitled Los Angeles County Child Wellness Policy (Child Wellness). As required by the Child Wellness policy Contractor shall make every effort to provide current nutrition and physical activity information to parents, caregivers, and staff as recommended by the Centers for Disease Control and Prevention, and the American Academy of Pediatrics; ensure that age appropriate nutritional and physical activity guidelines for children both in out-of-home care and in child care settings are promoted and adhered to; and provide opportunities for public education and training.

19. CONSTRUCTION: To the extent there are any rights, duties, obligations, or responsibilities enumerated in the recitals or otherwise in this Contract, they shall be deemed a part of the operative provisions of this Contract and are fully binding upon the parties.

20. CONFLICT OF TERMS: To the extent that there exists any conflict or inconsistency between the language of this Contract and that of any Exhibit(s), Attachment(s), and any documents incorporated herein by reference, the language found within this Contract shall govern and prevail.

21. CONTRACTOR'S OFFICES: Contractor's office is located at 1910 Magnolia Avenue, Los Angeles, California 90007. Contractor's business telephone number is (213) 342-0100, facsimile (FAX) number is (213) 342-0200, and electronic Mail (e-mail) address is joseramos@all4kids.org. Contractor shall notify County, in writing, of any changes made to their business address, business telephone number, FAX number and/or e-mail address as listed herein, or any other business address, business telephone number, FAX number and/or e-mail address used in the provision of services herein, at least ten (10) calendar days prior to the effective date(s) thereof.

22. NOTICES: Notices hereunder shall be in writing and may either be delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, attention to the parties at the addresses listed below. Director is authorized to execute all notices or demands which are required or permitted by County under this Contract. Addresses and parties to be notified may be changed by providing at least ten (10) working days prior written notice to the other party.

A. Notices to County shall be addressed as follows:

- (1) Department of Public Health
Maternal, Child, and Adolescent Health Programs
600 South Commonwealth Avenue, Suite 805
Los Angeles, California 90005

Attention: MCAH Director

- (2) Department of Public Health
Contracts and Grants Division
1000 S. Fremont Avenue
Building A-9 East, 3rd Floor
Alhambra, California 91803

Attention: Division Chief

B. Notices to Contractor shall be addressed as follows:

- (1) Children's Bureau of Southern California
1910 Magnolia Avenue
Los Angeles, California 90007

Attention: Alex Morales, President and Chief Executive Officer

23. ADMINISTRATION OF CONTRACT:

A. County's Director of Public Health or his/her authorized designee(s) (hereafter collectively "Director") shall have the authority to administer this Contract on behalf of County. Contractor agrees to extend to Director the right to review and monitor Contractor's programs, policies, procedures, and financial and/or other records, and to inspect its facilities for contractual compliance at any reasonable time.

B. Approval of Contractor's Staff: County has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder and any proposed changes in the Contractor's staff, including, but not limited to, the contractor's Project Manager.

C. Contractor's Staff Identification: All of Contractor's employees assigned to County facilities are required to have a County Identification (ID) badge on their person and visible at all times. Contractor bears all expense related to the badges.

D. Background and Security Investigations: Each of Contractor's staff performing services under this Contract, who is in a designated sensitive position, as determined by County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but shall not be limited to, criminal conviction information. The fees associated with the background investigation shall be at the expense of the Contractor, regardless of whether the member of Contractor's staff passes or fails the background investigation. Contractor shall perform the background check using County's mail code, routing results to the County.

If a member of Contractor's staff who is in a designated sensitive position does not obtain work clearance through the criminal history background review, they may not be placed and/or assigned within the Department of Public Health. During the term of the Contract, the Department may receive subsequent criminal information. If this subsequent information constitutes a job nexus, the Contractor shall immediately remove staff from performing services under this Contract and replace such staff within fifteen (15) days of removal or within an

agreed upon time with the County. Pursuant to an agreement with the Federal Department of Justice, the County will not provide to Contractor nor to Contractor's staff any information obtained through the criminal history review.

Disqualification of any member of Contractor's staff pursuant to this section shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

24. ASSIGNMENT AND DELEGATION:

A. Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written Amendment to the Contract, which is formally approved and executed by the parties. Any payments by County to any approved delegatee or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which Contractor may have against County.

B. Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution

of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.

C. Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any person or entity other than Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

25. AUTHORIZATION WARRANTY: Contractor hereby represents and warrants that the person executing this Contract for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation set forth in this Contract and that all requirements of Contractor have been fulfilled to provide such actual authority.

26. BUDGET REDUCTIONS: In the event that the Board adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the Contractor under this Contract shall also be reduced correspondingly. County's

notice to Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, Contractor shall continue to provide all of the services set forth in this Contract.

27. CONTRACTOR BUDGET AND EXPENDITURES REDUCTION

FLEXIBILITY: In order for County to maintain flexibility with regard to budget and expenditure reductions, Contractor agrees that Director may cancel this Contract, without cause, upon the giving of ten (10) calendar days written notice to Contractor. In the alternative to cancellation, Director may, consistent with federal, State, and/or County budget reductions, renegotiate the scope/description of work, maximum obligation, and budget of this Contract via a written amendment to this Contract.

28. COMPLAINTS: The Contractor shall develop, maintain, and operate procedures for receiving, investigating, and responding to complaints.

A. Within thirty (30) business days after the Contract effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating, and responding to user complaints.

B. The policy shall include, but not be limited to, when and how new clients as well as current and recurring clients are to be informed of the procedures to file a complaint.

C. The client and/or his/her authorized representative shall receive a copy of the procedure.

D. The County will review the Contractor's policy and provide the Contractor with approval of said policy or with requested changes.

E. If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within thirty (30) business days for County approval.

F. If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.

G. The Contractor shall preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within fifteen (15) business days of receiving the complaint.

H. When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.

I. Copies of all written responses shall be sent to the County's Project Manager within three (3) business days of mailing to the complainant.

29. COMPLIANCE WITH APPLICABLE LAW:

A. In the performance of this Contract, Contractor shall comply with all applicable federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference. To the extent that there is any conflict between federal and State or local laws, the former shall prevail.

B. Contractor shall indemnify, defend and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands,

damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph shall be conducted by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole costs and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by county in its sole judgment, County shall be entitled to retain its own counsel, including limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

30. COMPLIANCE WITH CIVIL RIGHTS LAW: The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination

under this Contract or under any project, program, or activity supported by this Contract. The Contractor shall comply with Exhibit D – Contractor’s EEO Certification.

31. COMPLIANCE WITH THE COUNTY’S JURY SERVICE PROGRAM:

A. Jury Service Program: This Contract is subject to the provisions of the County’s ordinance entitled Contractor Employee Jury Service (“Jury Service Program”) as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is available on the internet at <http://publichealth.lacounty.gov/cg/index.htm>

B. Written Employee Jury Service Policy:

(1) Unless the Contractor has demonstrated to the County’s satisfaction either that the Contractor is not a “Contractor” as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee’s regular pay the fees received for jury service.

(2) For purposes of this sub-paragraph, “Contractor” means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or

will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any Subcontractor to perform services for the County under the Contract, the Subcontractor shall also be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the Contract.

(3) If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor shall immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may

also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate, to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.

(4) Contractor's violation of this sub-paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, at its sole discretion, terminate the Contract and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

32. CONFLICT OF INTEREST:

A. No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

B. The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware

of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this sub-paragraph shall be a material breach of this Contract.

33. CONSIDERATION OF HIRING GAIN/GROW PARTICIPANTS:

A. Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor. Contractors shall report all job openings with job requirements to GainGrow@dpss.lacounty.gov to obtain a list of qualified GAIN/GROW job candidates.

B. In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

34. CONTRACTOR RESPONSIBILITY AND DEBARMENT:

A. Responsible Contractor: A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Contractors.

B. Chapter 2.202 of the County Code: The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the Contractor may have with the County.

C. Non-Responsible Contractor: The County may debar a Contractor if the Board of Supervisors finds, at its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

D. Contractor Hearing Board: If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the

Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

G. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the

following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interest of the County.

H. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

I. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

J. Subcontractors of Contractor: These terms shall also apply to Subcontractors of County Contractors.

35. CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW: The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org

36. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM:

A. The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Contracts are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

B. As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Contract maintain in

compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

37. COUNTY'S QUALITY ASSURANCE PLAN: County or its agent will evaluate Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all Contract terms and performance standards. Contractor deficiencies which County determines are severe or continuing and that may place performance of this Contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Contract or impose other penalties as specified in this Contract.

The County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.

38. SERVICE DELIVERY SITE - MAINTENANCE STANDARDS: Contractor shall assure that the locations where services are provided under provisions of this Contract are operated at all times in accordance with County community standards with regard to property maintenance and repair, graffiti abatement, refuse removal, fire safety, landscaping, and in full compliance with all applicable local laws, ordinances,

and regulations relating to the property. County's periodic monitoring visits to Contractor's facilities shall include a review of compliance with the provisions of this Paragraph.

39. RULES AND REGULATIONS: During the time that Contractor's personnel are at County Facilities such persons shall be subject to the rules and regulations of such County Facility. It is the responsibility of Contractor to acquaint persons who are to provide services hereunder with such rules and regulations. Contractor shall immediately and permanently withdraw any of its personnel from the provision of services hereunder upon receipt of oral or written notice from Director, that (1) such person has violated said rules or regulations, or (2) such person's actions, while on County premises, indicate that such person may do harm to County patients, staff, or other individuals.

40. DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS:

A. The Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by the Contractor or employees or agents of the Contractor. Such repairs shall be made immediately after the Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

B. If the Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by the Contractor by cash payment upon demand.

41. EMPLOYMENT ELIGIBILITY VERIFICATION:

A. The Contractor warrants that it fully complies with all federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

B. The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

42. FACSIMILE REPRESENTATIONS: The County and the Contractor hereby agree to accept facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on time-sensitive Amendments prepared pursuant to the ALTERATION OF TERMS/AMENDMENTS Paragraph of this Contract, and received via communications facilities, as legally

sufficient evidence that such original signatures have been affixed to Amendments to this Contract. The facsimile transmission of such documents must be followed by subsequent (non-facsimile) transmission of "original" versions of such documents within five working days.

43. FAIR LABOR STANDARDS: The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the County may be found jointly or solely liable.

44. FISCAL DISCLOSURE: Contractor shall prepare and submit to Director, within ten (10) calendar days following execution of this Contract a statement, executed by Contractor's duly constituted officers, containing the following information: (1) A detailed statement listing all sources of funding to Contractor including private contributions. The statement shall include the nature of the funding, services to be provided, total dollar amount, and period of time of such funding; and (2) If during the term of this Contract, the source(s) of Contractor's funding changes, Contractor shall promptly notify Director in writing, detailing such changes.

45. CONTRACTOR PERFORMANCE DURING CIVIL UNREST OR DISASTER: Contractor recognizes that County provides essential services to the residents of the communities they serve, and that these services are of particular importance at the time of a riot, insurrection, civil unrest, natural disaster, or similar

event. Notwithstanding any other provision of this Contract, full performance by Contractor during any riot, strike, insurrection, civil unrest, natural disaster, or similar event is not excused if such performance remains physically possible. Failure to comply with this requirement shall be considered a material breach by Contractor for which Director may suspend or County may immediately terminate this Contract.

46. GOVERNING LAW, JURISDICTION, AND VENUE: This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

47. INDEPENDENT CONTRACTOR STATUS:

A. This Contract is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

B. The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits,

Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.

C. The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.

D. The Contractor shall adhere to the provisions stated in the CONFIDENTIALITY Paragraph of this Contract.

48. LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, AND CERTIFICATES: Contractor shall obtain and maintain during the term of this Contract, all appropriate licenses, permits, registrations, accreditations, and certificates required by federal, State, and local law for the operation of its business and for the provision of services hereunder. Contractor shall ensure that all of its officers, employees, and agents who perform services hereunder obtain and maintain in effect during the term of this Contract, all licenses, permits, registrations, accreditations, and certificates required by federal, State, and local law which are applicable to their performance hereunder. Contractor shall provide a copy of each license, permit, registration, accreditation, and certificate upon request of County's Department of Public Health (DPH) - at any time during the term of this Contract.

49. NONDISCRIMINATION IN SERVICES:

A. Contractor shall not discriminate in the provision of services hereunder because of race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, or condition of physical or mental disability, in accordance with requirements of federal and State laws, or in any manner on the basis of the client's/patient's sexual orientation. For the purpose of this Paragraph, discrimination in the provision of services may include, but is not limited to, the following: denying any person any service or benefit or the availability of the facility; providing any service or benefit to any person which is not equivalent, or is provided in a non-equivalent manner, or at a non-equivalent time, from that provided to others; subjecting any person to segregation or separate treatment in any manner related to the receipt of any service; restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and treating any person differently from others in determining admission, enrollment quota, eligibility, membership, or any other requirements or conditions which persons must meet in order to be provided any service or benefit. Contractor shall take affirmative action to ensure that intended beneficiaries of this Contract are provided services without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, condition of physical or mental disability, or sexual orientation.

B. Facility Access for handicapped must comply with the Rehabilitation Act of 1973, Section 504, where federal funds are involved, and

the Americans with Disabilities Act. Contractor shall further establish and maintain written procedures under which any person, applying for or receiving services hereunder, may seek resolution from Contractor of a complaint with respect to any alleged discrimination in the provision of services by Contractor's personnel. Such procedures shall also include a provision whereby any such person, who is dissatisfied with Contractor's resolution of the matter, shall be referred by Contractor to the Director, for the purpose of presenting his or her complaint of alleged discrimination. Such procedures shall also indicate that if such person is not satisfied with County's resolution or decision with respect to the complaint of alleged discrimination, he or she may appeal the matter to the State Department of Health Services' Affirmative Action Division. At the time any person applies for services under this Contract, he or she shall be advised by Contractor of these procedures, as identified hereinabove, shall be posted by Contractor in a conspicuous place, available and open to the public, in each of Contractor's facilities where services are provided hereunder.

50. NONDISCRIMINATION IN EMPLOYMENT:

A. Contractor certifies and agrees, pursuant to the Americans with Disabilities Act, the Rehabilitation Act of 1973, and all other federal and State laws, as they now exist or may hereafter be amended, that it shall not discriminate against any employee or applicant for employment because of, race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation or condition of physical or mental disability, or sexual orientation. Contractor shall take affirmative action to ensure that

qualified applicants are employed, and that employees are treated during employment, without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, condition of physical or mental disability, or sexual orientation in accordance with requirements of federal and State laws. Such action shall include, but shall not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other form of compensation, and selection for training, including apprenticeship. Contractor shall post in conspicuous places in each of Contractor's facilities providing services hereunder, positions available and open to employees and applicants for employment, and notices setting forth the provision of this Paragraph.

B. Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants shall receive consideration for employment without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, condition of physical or mental disability, or sexual orientation, in accordance with requirements of federal and State laws.

C. Contractor shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract of understanding a notice advising the labor union or workers' representative of Contractor's commitments under this Paragraph.

D. Contractor certifies and agrees that it shall deal with its subcontractors, bidders, or vendors without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, condition of physical or mental disability, or sexual orientation, in accordance with requirements of federal and State laws.

E. Contractor shall allow federal, State, and County representatives, duly authorized by Director, access to its employment records during regular business hours in order to verify compliance with the anti-discrimination provision of this Paragraph. Contractor shall provide such other information and records as such representatives may require in order to verify compliance with the anti-discrimination provisions of this Paragraph.

F. If County finds that any provisions of the Paragraph have been violated, the same shall constitute a material breach of Contract upon which Director may suspend or County may determine to terminate this Contract. While County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity commission that Contractor has violated Federal Equal Employment Opportunity Commission that Contractor has violated federal or State anti-discrimination laws shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of this Contract.

G. The parties agree that in the event Contractor violates any of the anti-discrimination provisions of the Paragraph, County shall be entitled, at its

option, to the sum of Five Hundred Dollars (\$500) pursuant to California Civil Code Section 1671 as liquidated damages in lieu of canceling, terminating, or suspending this Contract.

51. NON-EXCLUSIVITY: Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor. This Contract shall not restrict the County from acquiring similar, equal, or like goods and/or services from other entities or sources.

52. NOTICE OF DELAYS: Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

53. NOTICE OF DISPUTES: The Contractor shall bring to the attention of the County's Project Manager and/or County's Project Director any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the County's Project Manager or County's Project Director is not able to resolve the dispute, the Director shall resolve it.

54. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT: The Contractor shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

55. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW: The Contractor shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at www.babysafela.org for printing purposes.

56. PROHIBITION AGAINST INDUCEMENT OR PERSUASION:
Notwithstanding the above, the Contractor and the County agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

57. PROHIBITION AGAINST PERFORMANCE OF SERVICES WHILE UNDER THE INFLUENCE: Contractor shall ensure that no employee or physician performs services while under the influence of any alcoholic beverage, medication, narcotic, or other substance that might impair his/her physical or mental performance.

58. PUBLIC RECORDS ACT:

A. Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to the RECORD RETENTION AND AUDITS Paragraph of this Contract; as well as those documents which were required to be submitted in response to the Invitation for Bids (IFB) used in the solicitation process for this Contract, become the exclusive

property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

B. In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

59. PURCHASES:

A. Purchase Practices: Contractor shall fully comply with all federal, State, and County laws, ordinances, rules, regulations, manuals, guidelines, and directives, in acquiring all furniture, fixtures, equipment, materials, and supplies. Such items shall be acquired at the lowest possible price or cost if funding is provided for such purposes hereunder.

B. Proprietary Interest of County: In accordance with all applicable federal, State, and County laws, ordinances, rules, regulations, manuals, guidelines, and directives, County shall retain all proprietary interest, except for use during the term of this Contract, in all furniture, fixtures, equipment,

materials, and supplies, purchased or obtained by Contractor using any contract funds designated for such purpose. Upon the expiration or earlier termination of this Contract, the discontinuance of the business of Contractor, the failure of Contractor to comply with any of the provisions of this Contract, the bankruptcy of Contractor or its giving an assignment for the benefit of creditors, or the failure of Contractor to satisfy any judgment against it within thirty (30) calendar days of filing, County shall have the right to take immediate possession of all such furniture, removable fixtures, equipment, materials, and supplies, without any claim for reimbursement whatsoever on the part of Contractor. Contractor, in conjunction with County, shall attach identifying labels on all such property indicating the proprietary interest of County.

C. Inventory Records, Controls, and Reports: Contractor shall maintain accurate and complete inventory records and controls for all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any contract funds designated for such purpose. Annually, Contractor shall provide Director with an accurate and complete inventory report of all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any County funds designated for such purpose.

D. Protection of Property in Contractor's Custody: Contractor shall maintain vigilance and take all reasonable precautions, to protect all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any contract funds designated for such purpose, against any damage or loss by fire, burglary, theft, disappearance, vandalism, or misuse. Contractor shall contact

Director, for instructions for disposition of any such property which is worn out or unusable.

E. Disposition of Property in Contractor's Custody: Upon the termination of the funding of any program covered by this Contract, or upon the expiration or earlier termination of this Contract, or at any other time that County may request, Contractor shall: (1) provide access to and render all necessary assistance for physical removal by Director or his authorized representatives of any or all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any County funds designated for such purpose, in the same condition as such property was received by Contractor, reasonable wear and tear expected; or (2) at Director's option, deliver any or all items of such property to a location designated by Director. Any disposition, settlement, or adjustment connected with such property shall be in accordance with all applicable federal, State, and County laws, ordinances, rules, regulations, manuals, guidelines, and directives.

60. REAL PROPERTY AND BUSINESS OWNERSHIP DISCLOSURE:

A. Real Property Disclosure: If Contractor is renting, leasing, or subleasing, or is planning to rent, lease, or sublease, any real property where persons are to receive services hereunder, Contractor shall prepare and submit to Director within ten (10) calendar days following execution of this Contract, an affidavit sworn to and executed by Contractor's duly constituted officers, containing the following information:

(1) The location by street address and city of any such real property.

(2) The fair market value of any such real property as such value is reflected on the most recently issued County Tax Collector's tax bill.

(3) A detailed description of all existing and pending rental agreements, leases, and subleases with respect to any such real property, such description to include: the term (duration) of such rental agreement, lease or sublease; the amount of monetary consideration to be paid to the lessor or sublessor over the term of the rental agreement, lease or sublease; the type and dollar value of any other consideration to be paid to the lessor or sublessor over the term of the rental agreement, lease, or sublease; the full names and addresses of all parties who stand in the position of lessor or sublessor; if the lessor or sublessor is a private corporation and its shares are not publicly traded (on a stock exchange or over-the-counter), a listing by full names of all officers, directors, and stockholders thereof; and if the lessor or sublessor is a partnership, a listing by full names of all general and limited partners thereof.

(4) A listing by full names of all Contractor's officers, directors, members of its advisory boards, members of its staff and consultants, who have any family relationships by marriage or blood with a lessor or sublessor referred to in sub-paragraph (3) immediately above, or who have any financial interest in such lessor's or sublessor's business, or

both. If such lessor or sublessor is a corporation or partnership, such listing shall also include the full names of all Contractor's officers, members of its advisory boards, members of its staff and consultants, who have any family relationship, by marriage or blood, to an officer, director, or stockholder of the corporation, or to any partner of the partnership. In preparing the latter listing, Contractor shall also indicate the names (s) of the officer(s), director(s), stockholder(s), or partner(s), as appropriate, and the family relationship which exists between such person(s) and Contractor's representatives listed.

(5) If a facility of Contractor is rented or leased from a parent organization or individual who is a common owner (as defined by Federal Health Insurance Manual 15, Chapter 10, Paragraph 1002.2), Contractor shall only charge the program for costs of ownership. Costs of ownership shall include depreciation, interest, and applicable taxes.

True and correct copies of all written rental agreements, leases, and subleases with respect to any such real property shall be appended to such affidavit and made a part thereof.

B. Business Ownership Disclosure: Contractor shall prepare and submit to Director, upon request, a detailed statement, executed by Contractor's duly constituted officers, indicating whether Contractor totally or partially owns any other business organization that will be providing services, supplies, materials, or equipment to Contractor or in any manner does business with Contractor under this Contract. If during the term of this Contract the

Contractor's ownership of other businesses dealing with Contractor under this Contract changes, Contractor shall notify Director in writing of such changes within thirty (30) calendar days prior to the effective date thereof.

61. REPORTS: Contractor shall make reports as required by County concerning Contractor's activities and operations as they relate to this Contract and the provision of services hereunder. In no event, however may County require such reports unless Director has provided Contractor with at least thirty (30) calendar days' prior written notification thereof. Director's notification shall provide Contractor with a written explanation of the procedures for reporting the information required.

62. RECYCLED CONTENT BOND PAPER: Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at County landfills, Contractor agrees to use recycled-content bond paper to the maximum extent possible in connection with services to be performed by Contractor under this Contract.

63. SOLICITATION OF BIDS OR PROPOSALS: Contractor acknowledges that County, prior to expiration or earlier termination of this Contract, may exercise its right to invite bids or request proposals for the continued provision of the services delivered or contemplated under this Contract. County and its Department of Public Health (DPH) shall make the determination to re-solicit bids or request proposals in accordance with applicable County policies.

Contractor acknowledges that County may enter into a contract for the future provision of services, based upon the bids or proposals received, with a provider or providers other than Contractor. Further, Contractor acknowledges that it obtains no

greater right to be selected through any future invitation for bids or request for proposals by virtue of its present status as Contractor.

64. STAFFING AND TRAINING/STAFF DEVELOPMENT: Contractor shall operate continuously throughout the term of this Contract with at least the minimum number of staff required by County. Such personnel shall be qualified in accordance with standards established by County. In addition, Contractor shall comply with any additional staffing requirements which may be included in the Exhibits attached hereto.

During the term of this Contract, Contractor shall have available and shall provide upon request to authorized representatives of County, a list of persons by name, title, professional degree, salary, and experience who are providing services hereunder. Contractor also shall indicate on such list which persons are appropriately qualified to perform services hereunder. If an executive director, program director, or supervisory position becomes vacant during the term of this Contract, Contractor shall, prior to filling said vacancy, notify County's Director. Contractor shall provide the above set forth required information to County's Director regarding any candidate prior to any appointment. Contractor shall institute and maintain appropriate supervision of all persons providing services pursuant to this Contract.

Contractor shall institute and maintain a training/staff development program pertaining to those services described in the Exhibit(s) attached hereto. Appropriate training/staff development shall be provided for treatment, administrative, and support personnel. Participation of treatment and support personnel in training/staff development should include in-service activities. Such activities shall be planned and scheduled in advance; and shall be conducted on a continuing basis. Contractor shall

develop and institute a plan for an annual evaluation of such training/staff development program.

65. SUBCONTRACTING:

A. For purposes of this Contract, subcontracts must be approved in advance in writing by Director or his/her authorized designee(s). Contractor's request to Director for approval of a subcontract shall include:

(1) Identification of the proposed subcontractor, (who shall be licensed as appropriate for provision of subcontract services), and an explanation of why and how the proposed subcontractor was selected, including the degree of competition involved.

(2) A detailed description of the services to be provided by the subcontract.

(3) The proposed subcontract amount and manner of compensation, if any, together with Contractor's cost or price analysis thereof.

(4) A copy of the proposed subcontract. (Any later modification of such subcontract shall take the form of a formally written subcontract amendment which also must be approved in writing by the Director in the same manner as described above, before such amendment is effective.)

(5) Any other information and/or certification(s) requested by Director.

B. Director shall review Contractor's request to subcontract and shall determine, in his/her sole discretion, whether or not to consent to such a request on a case-by-case basis.

C. Subcontracts shall be made in the name of Contractor and shall not bind nor purport to bind County. The making of subcontracts hereunder shall not relieve Contractor of any requirement under this Contract, including, but not limited to, the duty to properly supervise and coordinate the work of subcontractors. Further, Director's approval of any subcontract shall also not be construed to limit in any way, any of County's rights or remedies contained in this Contract.

D. In the event that Director consents to any subcontracting, Contractor shall be solely liable and responsible for any and all payments or other compensation to all subcontractors, and their officers, employees, and agents.

E. In the event that Director consents to any subcontracting, such consent shall be provisional, and shall not waive the County's right to later withdraw that consent when such action is deemed by County to be in its best interest. County shall not be liable or responsible in any way to Contractor, or any subcontractor, for any liability, damages, costs, or expenses, arising from or related to County's exercising of such a right.

F. The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including

Subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its Subcontractors of this County right.

G. Subcontracts shall contain the following provision: "This contract is a subcontract under the terms of a prime contract with the County of Los Angeles and shall be subject to all of the provisions of such prime contract." Further, Contractor shall also reflect as subcontractor requirements in the subcontract form all of the requirements of the INDEMNIFICATION, GENERAL PROVISIONS FOR ALL INSURANCE COVERAGES, INSURANCE COVERAGE REQUIREMENTS, COMPLIANCE WITH APPLICABLE LAW, CONFLICT OF TERMS and ALTERATION OF TERMS Paragraphs and all of the provisions of this Contract.

Contractor shall deliver to Director a fully executed copy of each subcontract entered into by Contractor, as it pertains to the provision of services under this Contract, on or immediately after the effective date of the subcontract, but in no event, later than the date and any services are to be performed under the subcontract.

H. The Contractor shall obtain certificates of insurance which establish that the Subcontractor maintains all the programs of insurance required by the County from each approved Subcontractor.

I. Director is hereby authorized to act for and on behalf of County pursuant to this Paragraph, including but not limited to, consenting to any subcontracting.

J. The Contractor shall indemnify, defend, and hold the County harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were the Contractor employees.

K. The Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.

66. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM: Failure of the Contractor to maintain compliance with the requirements set forth in Paragraph 35, CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM, herein, shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to, Paragraph 67, TERMINATION FOR DEFAULT, herein, and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

67. TERMINATION FOR CONVENIENCE: The performance of services under this Contract may be terminated, with or without cause, in whole or in part, from time to time when such action is deemed by County to be in its best interest. Termination of services hereunder shall be effected by delivery to Contractor of a thirty (30) calendar day advance Notice of Termination specifying the extent to which

performance of services under this Contract is terminated and the date upon which such termination becomes effective.

After receipt of a Notice of Termination and except as otherwise directed by County, Contractor shall:

A. Stop services under this Contract on the date and to the extent specified in such Notice of Termination; and

B. Complete performance of such part of the services as shall not have been terminated by such Notice of Termination.

Further, after receipt of a Notice of Termination, Contractor shall submit to County, in the form and with the certifications as may be prescribed by County, its termination claim and invoice. Such claim and invoice shall be submitted promptly, but not later than sixty (60) calendar days from the effective date of termination. Upon failure of Contractor to submit its termination claim and invoice within the time allowed, County may determine on the basis of information available to County, the amount, if any, due to Contractor in respect to the termination, and such determination shall be final. After such determination is made, County shall pay Contractor the amount so determined.

Contractor for a period of five (5) years after final settlement under this Contract, in accordance with Paragraph 15, RECORD RETENTION AND AUDITS, shall retain and make available all its books, documents, records, or other evidence, bearing on the costs and expenses of Contractor under this Contract in respect to the termination of services hereunder. All such books, records, documents, or other evidence shall be retained by Contractor at a

location in Los Angeles County and shall be made available within ten (10) calendar days of prior written notice during County's normal business hours to representatives of County for purposes of inspection or audit.

68. TERMINATION FOR DEFAULT: County may, by written notice of default to Contractor, terminate this Contract immediately in any one of the following circumstances:

A. If, as determined in the sole judgment of County, Contractor fails to perform any services within the times specified in this Contract or any extension thereof as County may authorize in writing; or

B. If, as determined in the sole judgment of County, Contractor fails to perform and/or comply with any of the other provisions of this Contract, or so fails to make progress as to endanger performance of this Contract in accordance with its terms, and in either of these two (2) circumstances, does not cure such failure within a period of five (5) calendar days (or such longer period as County may authorize in writing) after receipt of notice from County specifying such failure.

In the event that County terminates this Contract as provided hereinabove, County may procure, upon such terms and in such manner as County may deem appropriate, services similar to those so terminated, and Contractor shall be liable to County for any reasonable excess costs incurred by County for such similar services.

If, after the County has given notice of termination under the provisions of this paragraph, it is determined by the County that the Contractor was not in default under the provisions of this paragraph, the rights and obligations of the parties shall be the same as

if the notice of termination had been issued pursuant to Paragraph 66, TERMINATION FOR CONVENIENCE.

The rights and remedies of County provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

69. TERMINATION FOR GRATUITIES AND/OR IMPROPER

CONSIDERATION: County may, by written notice to Contractor, immediately terminate Contractor's right to proceed under this Contract, if it is found that gratuities or consideration in any form, were offered or given by Contractor, either directly or through an intermediary, to any County officer, employee, or agent, with the intent of securing the Contract or securing favorable treatment with respect to the award, amendment, or extension of the Contract, or making of any determinations with respect to the Contractor's performance pursuant to the Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could in the event of default by Contractor.

Contractor shall immediately report any attempt by a County officer, employee, or agent, to solicit such improper gratuity or consideration. The report shall be made either to the County manager charged with the supervision of the employee or agent, or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

(Among other items, such improper gratuities and considerations may take the form of cash, discounts, services, the provision of travel or entertainment, or other tangible gifts.)

70. TERMINATION FOR INSOLVENCY: County may terminate this Contract immediately for default in the event of the occurrence of any of the following:

- A. Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay its debts at least sixty (60) calendar days in the ordinary course of business or cannot pay its debts as they become due, whether Contractor has committed an act of bankruptcy or not, and whether Contractor is insolvent within the meaning of the Federal Bankruptcy Law or not;
- B. The filing of a voluntary or involuntary petition under the federal Bankruptcy Law;
- C. The appointment of a Receiver or Trustee for Contractor;
- D. The execution by Contractor of an assignment for the benefit of creditors.

In the event that County terminates this Contract as provided hereinabove, County may procure, upon such terms and in such manner as County may deem appropriate, services similar to those so terminated, and Contractor shall be liable to those so terminated, and Contractor shall be liable to County for any reasonable excess costs incurred by County, as determined by County, for such similar services. The rights and remedies of County provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

71. TERMINATION FOR NON-APPROPRIATION OF FUNDS:

Notwithstanding any other provision of this Contract, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the County's Board of Supervisors

appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

72. NO INTENT TO CREATE A THIRD PARTY BENEFICIARY CONTRACT:

Notwithstanding any other provision of this Contract, the parties do not in any way intend that any person shall acquire any rights as a third party beneficiary under this Contract.

73. TIME OFF FOR VOTING: The Contractor shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than ten (10) days before every statewide election, every Contractor and subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

74. UNLAWFUL SOLICITATION: Contractor shall require all of its employees performing services hereunder to acknowledge in writing understanding of and agreement to comply with the provisions of Article 9 of Chapter 4 of Division 3 (commencing with Section 6150) of the Business and Professions Code of the State of California (i.e., State Bar Act provisions regarding unlawful solicitation as a runner or capper for attorneys) and shall take positive and affirmative steps in its performance hereunder to ensure that there is no violation of such provisions by its employees.

Contractor shall utilize the attorney referral services of all those bar associations within Los Angeles County that have such a service.

75. VALIDITY: If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

76. WAIVER: No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this sub-paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

77. WARRANTY AGAINST CONTINGENT FEES:

A. The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

B. For breach of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

78. WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED
PROPERTY TAX REDUCTION PROGRAM:

Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

79. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN
COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION
PROGRAM: Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 77, WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM, herein, shall constitute default under this Contract. Without limiting the rights and remedies available to County under any other provision of this Contract, failure of Contractor to cure such default within ten (10) days of notice shall be grounds upon which County may terminate this Contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Contract to be subscribed by its Interim Director of Public Health, and Contractor has caused this Contract to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
David Dijkstra
Deputy Director, Operations Support Bureau

CHILDREN'S BUREAU OF SOUTHERN
CALIFORNIA
Contractor

By _____
Signature

Printed Name

Title _____
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL
MARY C. WICKHAM
County Counsel

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Public Health

By _____
Patricia Gibson, Chief
Contracts and Grants Division

Exhibit B-1

**BLACK INFANT HEALTH SERVICES
SCOPE OF WORK
AUGUST 16, 2016 THROUGH JUNE 30, 2017**

The Contractor must work toward achieving the following measurable objectives. The objectives shall be achieved by following the work plan, that is comprised of implementation activities, a timeline and methods of evaluation. Implementation activities are to be completed according to the timeline and are to be documented/evaluated as specified.

Goals

- Empower African American women, build resilience and reduce stress
- Promote healthy behaviors to support health, wellness and relationships
- Promote healthy relationships and enhance bonding and parenting skills
- Connect African American women with medical, social, economic and mental health services
- Engage communities to raise awareness and mobilize community action to support BIH efforts and improve conditions for African American women and their families

MEASURABLE OBJECTIVES	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATION
<p>1.1 By October 1, 2016, the Contractor will have qualified staff hired to conduct a community-based Black Infant Health (BIH) Program that is relevant to African American women, culturally competent and honors the unique history/traditions of people of African American descent.</p> <p><i>BIH Fidelity Core Element</i></p> <ul style="list-style-type: none"> ➤ Are efforts made to continually ensure quality staffing of the BIH program? <p><i>A working definition of cultural competence is...</i> <i>"Cultural and linguistic competence is a set of congruent behaviors, attitudes, and policies that come together in a system, agency, or among professionals that enables effective work in cross-cultural situations. 'Culture' refers to integrated patterns of human behavior that include the language, thoughts, communications, actions, customs, beliefs, values, and institutions of racial, ethnic, religious, or social groups. 'Competence' implies having the capacity to function effectively as an individual and an organization within the context of the cultural beliefs, behaviors, and needs presented by consumers and their communities."</i></p>	<p>1.1a Maintain culturally competent staff to perform program services. The staff must possess knowledge, understanding and respect for the values and beliefs of the African American community, and support the BIH governing concepts of: culturally relevant; client-centered; strength-based; cognitive skill-building.</p> <p>Staff required to perform BIH services:</p> <p>Mental Health Specialist (MHS) (1.0 Full Time Equivalent (FTE)) – This staff person is responsible for the client enrollment activities which includes, and is not limited to: program orientation; obtaining consent; initiating the first prenatal and first postpartum assessment; distributing the Group Intervention Schedule; conducting the Edinburgh Postnatal Depression Scale (EPDS); participating in group sessions. The MHS will also identify relevant mental health resources.</p> <p>Group Facilitator (GF) (2.0 FTE) – Two (2) staff (minimum) are responsible for the group intervention activities which includes, and is not limited to:</p>	<p>08/16/16 – 06/30/17</p> <p>Hire by 09/15/16</p> <p>Hire by 09/15/16</p>	<p>1.1a Maintain on file for each position: current job description; recruitment ad/bulletin/flyer(s); employment applications; documentation of the position minimum requirements and supporting credentials (e.g., I9 Employment Eligibility; diploma/certification/official transcript; a valid CA driver license and auto insurance that remains current while performing program tasks/activities etc.).</p> <p><u>Position Minimum Requirements</u></p> <p>MHS – Minimum of a Master's Degree in one of the following fields: a) social work, b) counseling, or c) psychology with an emphasis on the family and/or women/children; three (3) years of experience providing direct services to the target population; socio-cultural experience(s) compatible for the target population; excellent oral and written communications; interpersonal skills; critical thinking and problem solving skills.</p> <p>GF – Minimum of a Bachelor Degree in one of the following fields: a) women/maternal, child/infant health, b) social work, c) health education, or d) African American Studies; three (3) years of experience providing direct services to the target</p>

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	<p>creating the a Group Intervention Schedule (GIS); co-facilitating the prenatal and postpartum groups; documenting client participation; participating in case conference activities.</p> <p>Family Health Advocate (FHA) (2.0 FTE) - Two (2) staff (minimum) are responsible for the case management services which includes, and is not limited to: ensuring clients complete the Character Strengths Survey; assisting clients to create goals and develop their Life Plan; initiating follow-up assessments; maintaining consistent contact with clients; making appropriate referrals; providing support for group sessions.</p> <p>Community Outreach Liaison (COL) (1.0 FTE) – This staff person is responsible for the program recruitment activities which includes, and is not limited to: developing and implementing the Recruitment Plan (RP); cultivating and maintaining working relationships with collaborative partners to establish a network for client recruiting and referring.</p> <p>Data Entry Assistant (DEA) (1.0 FTE) – This staff person is responsible for the data management activities and the office administrative/clerical duties.</p>	<p>Hire by 10/01/16</p> <p>Hire by 10/01/16</p> <p>Hire by 09/15/16</p>	<p>population; socio-cultural experience(s) compatible for the target population; excellent oral and written communications; interpersonal skills; critical thinking and problem solving skills.</p> <p>FHA – Minimum of a Bachelor Degree or enrollment in a college/university in one of the following fields: a) women/maternal, child/infant health, b) social work, c) health education, or d) human services; three (3) years of experience providing direct services to the target population; socio-cultural experience(s) compatible for the target population; excellent oral and written communications; interpersonal skills; critical thinking and problem solving skills. For FHAs currently enrolled in college, the Bachelor degree must be completed within six (6) years from the hiring date.</p> <p>COL – Minimum of a Bachelor Degree or enrollment in a college/university in one of the following fields: a) public relations, b) marketing, or c) communications; three (3) years of experience providing information/making presentations to the target population/community; excellent oral and written communications; interpersonal skills; critical thinking and problem solving skills. For COLs currently enrolled in college, the Bachelor degree must be completed within six (6) years from the hiring date.</p> <p>DEA – Minimum of an Associate of Arts degree or enrollment in a certification program in one of the following fields: a) information systems, b) database management, or c) office technology; three (3) years of experience performing data entry/retrieval tasks; three (3) years of experience performing general office duties including word processing, answering phones, and maintaining filing systems; excellent communication and interpersonal skills; critical thinking and problem solving skills. For DEA currently enrolled in college, the Associate degree must be completed within three (3) years from the hiring date.</p>

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	<p><i>Optional additional staff positions:</i></p> <p><i>Program Supervisor (PS) – This staff person will supervise BIH staff and the implementation of the State BIH Program Group Intervention(s), Case Management Services, and the Efforts to Outcome (ETO) data system. Serve as the BIH liaison for DPH, assign new clients to a FHA as well as participate in recruitment activities.</i></p> <p><i><u>If a PS position is not included in the program budget, the PS duties and position minimum requirements must be assumed within the MHS position.</u></i></p>	<p>Hire by 09/15/16</p>	<p><i>PS – Minimum of a Bachelor Degree in one of the following fields: a) women/maternal, child/infant health, b) public/business administration, or c) a closely related health/social science field; five (5) years management experience including the supervision of 6 or more employees; socio-cultural experience(s) compatible for the target population; excellent oral and written communications; interpersonal skills; critical thinking and problem solving skills.</i></p>

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2.1 By October 15, 2016, the Contractor will ensure the Fiscal Manager (FM) and all BIH staff and subcontractor(s) performing program implementation activities are trained on the State-mandated Federal Financial Participation (FFP) Program and the DPH Automated Time Study procedures.	2.1a The staff/subcontractor(s)/FM will attend the State FFP Program / DPH Automated Time Study training(s).	10/05/16 and As scheduled	2.1a Maintain training certificate/documentation in staff/subcontractor(s) personnel files.
	2.1b Contractor will use the State and DPH training materials to train new staff/subcontractor(s)/FM about the FFP Program and Automated Time Study procedures within the first two (2) weeks of their employment.	As needed	2.1b Maintain on file current copies of the State and DPH training materials. Maintain training certificate/documentation in staff/subcontractor(s) personnel files.
	2.1c As required by DPH, staff/subcontractor(s) will complete quarterly time study forms October 2016, and January and April 2017. Original (signed in blue ink) forms and a staffing roster will be delivered (overnight mail or hand delivery) to DPH no later than the 5 th work day of the following month.	11/07/16 02/07/17 05/05/17	2.1c Maintain on file copies of mail/delivery receipts.
	2.1d DPH will review original Time Study forms and return forms to the Contractor for correction. Staff/subcontractor(s) will correct and resubmit forms to DPH no later than seven (7) calendar days from receipt.	11/28/16 – 06/30/17	2.1d Maintain on file copies of corrected quarterly time studies and delivery receipts.

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<p>2.2 By June 30, 2017, the Contractor will ensure all BIH staff/subcontractor(s) performing program implementation activities are trained on the State-mandated Group Interventions, Case Management Services, BIH ETO System and Recruitment Procedures.</p> <p><i>DPH will coordinate core intervention training with the State BIH Program Office.</i></p>	<p>2.2a Staff/subcontractor(s) will attend State BIH group interventions, case management, BIH ETO and recruitment trainings.</p> <p>2.2b Contractor will use the State BIH group curriculums, case management protocol, ETO guidelines and recruitment procedures to train new staff/subcontractor(s) to facilitate the group intervention, to perform case management services, to use the BIH ETO System and to implement a recruitment strategy.</p> <p>The PS will develop a training schedule for each new hire within the first two (2) weeks of employment to ensure staff/subcontractor(s) are consistently acclimated to BIH Program services/job duties and responsibilities.</p> <p>The PS will submit the training schedule to DPH for review and complete training with new staff/subcontractor(s) within the first sixty (60) days of their employment.</p>	<p>As scheduled</p> <p>As needed</p>	<p>2.2a Maintain training certificate/documentation in staff/subcontractor(s) personnel files.</p> <p>2.2b Maintain on file current copies of the State BIH group curriculums, case management protocol, ETO guidelines, recruitment procedures and DPH Acknowledgment of Receipt. Maintain training certificate/documentation in staff/subcontractor(s) personnel files.</p>

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<p>2.3 By June 30, 2017, the Contractor will ensure all BIH staff/subcontractor(s) performing program implementation activities attend or receive appropriate staff development/training.</p> <p><i>DPH will coordinate SIDS and Safe Sleep for Infants Training and Immunizations Training.</i></p>	<p>2.3a Contractor will ensure staff/subcontractor(s) receive on-going training on perinatal health subjects (e.g., stages of pregnancy; effects of drugs, alcohol and tobacco on pregnancy; postpartum depression; family planning; child safety; nutrition and physical activity; etc.) and other topics (e.g., time management; self-care; intimate partner violence; active listening; basic counseling skills; etc.) that will improve their knowledge, skills and ability to perform program services competently with clients.</p>	<p>08/16/16 – 06/30/17</p>	<p>2.3a Maintain training certificate/documentation in staff/subcontractor(s) personnel files.</p>
	<p>2.3b Staff/subcontractor(s) will attend the DPH Sudden Infant Death Syndrome (SIDS) and Safe Sleep Training.</p>	<p>By 03/01/17</p>	<p>2.3b Maintain on file current DPH SIDS and Safe Sleep training materials. Maintain training certificate/documentation in staff/subcontractor(s) personnel files.</p>
	<p>2.3c The PS will create a SIDS and Safe Sleep Education Form for FHAs to document one-on-one health education with clients. Submit form to DPH for review and approval.</p>	<p>03/15/17</p>	<p>2.3c Maintain DPH approval on file.</p>
	<p>2.3d During case management, the FHA will educate clients about SIDS and Safe Sleep at the following intervals: during a home visit within two (2) weeks of the infant's birth; when the infant is eight (8) months old.</p> <p>At each interval, the FHA will observe the infant's sleeping area and sleeping position to provide the mother/parents/other caregivers appropriate feedback to reinforce SIDS and Safe Sleep messages, and will document the observations on the client's SIDS and Safe</p>	<p>04/01/17 – 06/30/17</p>	<p>2.3d Maintain an up-to-date/completed SIDS and Safe Sleep Education Form in the clients' file. During the Annual Program Review client records will be reviewed for compliance.</p>

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	Sleep Education Form.		
	2.3e Contractor will use the DPH SIDS and Safe Sleep training materials to train new staff/subcontractor(s). Contractor will complete training within the first sixty (60) days of their employment.	As needed	2.3e Maintain training certificate/documentation in staff/subcontractor(s) personnel files.
	2.3f Staff/subcontractor(s) will attend the DPH Immunizations Training.	By 04/01/17	2.3f Maintain on file a current DPH Immunization Manual (training binder). Maintain training certificate/documentation in staff/subcontractor(s) personnel files.
	2.3g Contractor will use the DPH Immunization Manual to train new staff/subcontractor(s) about the importance of immunizations. Contractor will complete training within the first sixty (60) days of their employment.	As needed	2.3g Maintain training certificate/documentation in staff/subcontractor(s) personnel files.
	2.3h Staff will attend other State and DPH required/sponsored training.	As scheduled	2.3h Maintain training certificate/documentation in staff/subcontractor(s) personnel files.
	2.3i The FHAs will use the BIH Case Management FHA Self-Assessment Tool for one (1) workweek during the fourth quarter to evaluate their case management skills.	By 04/28/17	2.3i Maintain on file completed FHA Case Management Self-Assessment Tools for each FHA.
	2.3j In conjunction with the FHA completing the FHA Self-Assessment Tool, the PS will complete the BIH Case Management FHA Supervision Tool to support staff development.	By 05/15/17	2.3j Maintain on file completed Supervision Tools that correlate with completed FHA Case Management Self-Assessment Tools.

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MEASURABLE OBJECTIVES	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATION
<p>3.1 By June 30, 2017, the Contractor will increase awareness about African American birth outcomes and BIH Program services by conducting community engagement activities in the target area.</p> <p>TARGETED SERVICE PLANNING AREA</p> <p>SPA 1</p> <p>BIH Fidelity Core Element</p> <ul style="list-style-type: none"> ➤ Are efforts made to establish and maintain community linkages? <p><i>All flyers/educational materials purchased with BIH funding must have the State BIH logo and F5LA logo, and include a funding tag line that reads: "Funded by the California Department of Public Health, Los Angeles County Department of Public Health and First 5 LA."</i></p>	<p>3.1a Following the State BIH Recruitment Guidelines, the PS and COL will develop a RP to establish linkages and engagement with the community in the target area. Submit the RP to DPH for review and approval.</p> <p>At a minimum, include in the RP: 1) a description of the way community engagement will be conducted within the target area including guidelines for staff to conduct street/provider/media outreach to recruit eligible women into groups; 2) an elevator speech that contains standardized messages about adverse health outcomes for African American women and babies, a narrative about BIH's emphasis to empower black women and a program description that will attract women to enroll; 3) a policy to follow-up referrals within 48 hours by making 3 attempts to contact; 4) a policy to complete the Recruitment Form; 5) a policy to distribute culturally appropriate program brochures, flyers and educational materials; 6) a policy to develop and maintain an up-to-date resources directory/file for staff use; 7) a policy to use the BIH Recruitment Form and the Recruitment Form for Referring Partners.</p>	11/23/16	<p>3.1a Maintain on file a Recruitment Plan Binder that contains the Recruitment Plan and DPH approval.</p>
	<p>3.1b The COL will implement the RP and enroll African American women in the BIH Recruitment Program and create a client record (paper/electronic).</p>	12/01/16 – 06/30/17	<p>3.1b Maintain on file client records (paper/electronic). At the Annual Program Review, client records will be reviewed to ensure the established Recruitment Plan Standards are achieved.</p>

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	<p>3.1c Contractor will recruit a cross-section of 9-12 community members to serve as BIH Community Council (BCC) members. (BIH staff cannot be included in this count.)</p> <p>3.1d Conduct quarterly (minimum) BCC meetings to obtain input and support for program activities, and to work collaboratively to improve African American birth outcomes and family health in the target area.</p> <p>3.1e Contractor will create informal and formal partnerships with other programs, agencies and entities to support BIH clients/program services. At a minimum, one (1) of the partnerships must be with a First 5 LA-funded agency to create a referral/working relationship.</p> <p>3.1f Schedule and participate in community engagement activities (e.g., collaborative meetings; community events; etc.) that benefit the target area.</p> <p>Document the staff/subcontractor(s) participating in the activity, the address where the activity takes place and if appropriate, record community participation via sign-in/attendance sheets by obtaining original signatures <u>with</u> contact information (phone number <i>or</i> email address <i>or</i> work/home address including zip code).</p>	<p>11/01/16 – 06/30/17</p> <p>01/01/17 – 06/30/17</p> <p>10/01/16 – 06/30/17</p> <p>12/01/16 – 06/30/17</p>	<p>3.1c Maintain in the Recruitment Plan Binder, a current BCC roster with contact information (name, organizational affiliation, title, address, phone number) for each council member.</p> <p>3.1d Maintain in the Recruitment Plan Binder, BCC meeting notices, agendas and minutes.</p> <p>3.1e Maintain on file in the Recruitment Plan Binder, descriptions of informal partnerships and current (within the past two fiscal years) Memorandums of Agreement for formal partnerships.</p> <p>3.1f Maintain on file in the Recruitment Plan Binder (by month/year), a description of the community engagement activity/event including required documentation.</p>

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<p>4.1 By June 30, 2017, the Contractor will conduct 3 Prenatal Groups with clients.</p> <p>Contractor's program site shall accommodate meetings for small group (8-12 clients) sessions that include light physical activity (e.g. yoga) and provision of healthy snacks*.</p> <p>The meeting space shall have audiovisual capacity and internet access.</p> <p><i>BIH Fidelity Core Elements</i></p> <ul style="list-style-type: none"> ➤ Do clients meet eligibility requirements? ➤ Does staff follow enrollment guidelines? ➤ Do clients participate in the full intervention? ➤ Do group sessions meet structural standards? ➤ Do group sessions meet quality of delivery standards? ➤ Are efforts made to continue working on quality assurance? <p><i>*Healthy snack allocation is capped at \$750 per group series</i></p>	<p>4.1a The MHS will create a written standardized In-take Procedure in order for clients to be similarly acclimated to BIH Program services. Submit the In-take Procedure to DPH for review.</p> <p>4.1b The GFs will create a Group Intervention Schedule (GIS) for the fiscal year and submit it to DPH to confirm when the groups will be held, and to provide the rationale used to determine the schedule (frequency/timing).</p> <p>4.1c Following the State BIH enrollment guidelines, the DEA will enroll eligible African American women into the BIH Program.</p> <p>Client records (paper/electronic) must be arranged/maintained in identical order, contain completed required forms and clearly show regular and consistent interaction with clients. The Contractor must use record-keeping systems that maintain client information/data <u>confidentially and securely</u>.</p> <p>4.1d GFs will implement the group series following the standards set forth in the BIH Group Curriculums, Program Standards, ETO Data Book and DPH Scope of Work.</p> <p>Staff/subcontractor(s) will encourage clients to attend and to participate fully in group sessions.</p>	<p>11/23/16</p> <p>11/23/16</p> <p>12/01/16 – 06/30/17</p> <p>01/01/17 – 6/30/17</p>	<p>4.1a Maintain on file an up-to-date In-take Procedure and DPH Acknowledgment of Receipt.</p> <p>4.1b Maintain on file the Group Intervention Schedule and DPH Acknowledgment of Receipt.</p> <p>4.1c Maintain on file up-to-date client records (paper/electronic). At the Annual Program Review, client records will be reviewed to ensure the established Program Standards are achieved.</p> <p>4.1d Maintain on file up-to-date client records, current copies of the BIH Group Curriculums, BIH Program Standards, BIH ETO Data Book and DPH Scope of Work. At the Annual Program Review, client and program records will be reviewed to ensure compliance.</p>

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	<p>4.1e PS will participate jointly in the DPH Group Observation Visits. DPH along with the PS will observe one (1) prenatal group session and provide feedback to program staff to support BIH fidelity efforts.</p> <p>4.1f With guidance from the State BIH Program Office, Contractor will develop a Continuous Quality Improvement (CQI) Plan. At a minimum, the CQI must include steps to conduct a Clients' Satisfaction Survey during the fourth quarter. Submit the CQI Plan to DPH for review.</p>	<p>By 06/01/17</p> <p>03/31/17</p>	<p>4.1e Maintain on file by month/year DPH Group Observation Feedback Forms.</p> <p>4.1f Maintain on file the CQI Plan and DPH Acknowledgement of Receipt.</p>

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<p>4.2 By June 30, 2017, the Contractor will also provide case management services per guidelines established by State BIH.</p> <p><i>BIH Fidelity Core Elements</i></p> <ul style="list-style-type: none"> ➤ Does case management meet structural standards? ➤ Does case management meet quality of delivery standards? 	<p>4.2a The MHS will conduct an Initial Client Assessment (ICA) with all new clients and complete required forms. The purpose of the assessment is to identify the client's needs and their strengths. In collaboration with the PS, the new client will be assigned to a FHA.</p>	12/01/16 – 06/30/17	<p>4.2a Maintain on file client records (paper/electronic). At the Annual Program Review, client records will be reviewed to ensure established Program Standards are achieved.</p>
	<p>4.2b FHAs will coordinate case management services with the GFs in order to reinforce the weekly group session.</p> <p>Case management services include, but are not limited to: ensuring clients have prenatal care; distributing health education literature; making sure clients have health insurance; developing and updating the Life Plan; writing progress notes; conducting home visits; participating in case conferences; completing ETO forms; distributing client support materials; coaching clients in completing a home safety checklist; assisting clients to create their Birth Plan and Life Plan.</p>	12/01/16 – 06/30/17	<p>4.2b Maintain on file client records (paper/electronic) that document the delivery of case management services. At the Annual Program Review, client records will be reviewed to ensure established Program Standards are achieved.</p>
	<p>4.2c A FHA will work collaboratively with the client to assist her to create a Life Plan. The intent of the Life Plan is to help the client create personal goals that include specific activities/steps for reaching the goals.</p>	12/01/16 – 06/30/17	<p>4.2c Maintain on file client records (paper/electronic). At the Annual Program Review, client records will be reviewed to ensure established Program Standards are achieved.</p>
	<p>4.2d Staff/subcontractor(s) will provide clients with appropriate referrals that help expand and strengthen the client's support system. Document the referrals and follow-up with clients to determine if services are accessed.</p>	12/01/16 – 06/30/17	<p>4.2d Maintain on file client records (paper/electronic) that document the referrals given to each client. At the Annual Program Review, client records will be reviewed.</p>

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MEASURABLE OBJECTIVES	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATION
	<p>4.2e Staff/subcontractor(s) will refer clients who use illicit drugs, alcohol and/or tobacco products to appropriate treatment programs.</p> <p>FHAs will monitor the client's effort to eliminate/reduce the risky behavior, provide positive reinforcement to encourage the client and supply the client with appropriate health education literature.</p> <p>Document the referrals and follow-up with clients to determine if services are accessed.</p>	12/01/16 – 06/30/17	4.2e Maintain on file client records (paper/electronic) that document the referral(s) given to affected clients. At the Annual Program Review, client records will be reviewed.
	<p>4.2f Contractor will conduct one-(1) client-centered program activity (e.g., workshop; event; etc.) that addresses one of the following subjects: a) personal development; b) family-strengthening; c) mental health; d) physical health.</p> <p>Contractor will submit an activity plan (including activity costs) to DPH for review 45 days (minimum) prior to the event.</p>	By 06/01/17	4.2f Maintain on file by month/year DPH Acknowledgement of Receipt, activity plans and documentation that identifies the staff that participated in the activity, the address where the activity was held, an activity flyer, pictures of the activity and participant sign-in sheets.

Exhibit B-1

**BLACK INFANT HEALTH SERVICES
SCOPE OF WORK
AUGUST 16, 2016 THROUGH JUNE 30, 2017**

The Contractor must work toward achieving the following measurable objectives. The objectives shall be achieved by following the work plan, that is comprised of implementation activities, a timeline and methods of evaluation. Implementation activities are to be completed according to the timeline and are to be documented/evaluated as specified.

MEASURABLE OBJECTIVES	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATION
4.3 By June 30, 2017, the Contractor will ensure BIH clients have access to mental health resources.	4.3a The MHS will assess the client's EPDS and make an appropriate mental health service recommendation/referral.	12/01/16 – 06/30/17	4.3a Maintain on file client records (paper/electronic) that document the mental health referral(s) given to affected clients. At the Annual Program Review, client records will be reviewed.
	4.3b The MHS will conduct short-term basic counseling services and document the client's file for clients who report/present <u>mild</u> cases of: non-coping responses to life events; persistent family discord; continual experiences of loss.	12/01/16 – 06/30/17	4.3b Maintain on file client records (paper/electronic) that document the mental health basic counseling services provided to affected clients. At the Annual Program Review, client records will be reviewed.

Exhibit B-1

**BLACK INFANT HEALTH SERVICES
SCOPE OF WORK
AUGUST 16, 2016 THROUGH JUNE 30, 2017**

The Contractor must work toward achieving the following measurable objectives. The objectives shall be achieved by following the work plan, that is comprised of implementation activities, a timeline and methods of evaluation. Implementation activities are to be completed according to the timeline and are to be documented/evaluated as specified.

MEASURABLE OBJECTIVES	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATION
<p>5.1 By December 1, 2016, the Contractor will begin using the BIH ETO System to enter all program and client data for evaluation purposes.</p> <p><i>DPH will provide a format for the monthly Invoice and Program Narrative/Data Report. The Contractor is responsible for submitting program information in the format required by DPH.</i></p>	<p>5.1a Contractor will install all necessary computer equipment and software to meet State BIH specifications.</p> <p>5.1b The DEA/other staff/subcontractor(s) will enter, update and maintain client data in the BIH ETO System.</p> <p>5.1c As specified by DPH, no later than the 15th of the month Contractor will submit the monthly Program Narrative/Data Report and monthly Invoice (Reimbursement Claim).</p>	<p>By 10/15/16</p> <p>12/01/16 – 06/30/17</p> <p>09/15/16 – 06/30/17</p>	<p>5.1a At the BIH Program site, computer equipment and software is installed and meets the required State specifications.</p> <p>5.1b At the Annual Program Review, data entered in BIH ETO will be reviewed and/or compared to data collected from the client (paper record) to ensure accuracy and completeness.</p> <p>5.1c At the time of the Annual Program Review, the DPH BIH Contractor's Invoice Log and Program Narrative/Data Report Log will be reviewed.</p>

Exhibit B-1

**BLACK INFANT HEALTH SERVICES
SCOPE OF WORK
AUGUST 16, 2016 THROUGH JUNE 30, 2017**

The Contractor must work toward achieving the following measurable objectives. The objectives shall be achieved by following the work plan, that is comprised of implementation activities, a timeline and methods of evaluation. Implementation activities are to be completed according to the timeline and are to be documented/evaluated as specified.

MEASURABLE OBJECTIVES	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATION
6.1 Throughout the term of this agreement, the Contractor will maintain excellent communication and program coordination with DPH, the State BIH Program Office and other stakeholders to maximize program effectiveness and to ensure fidelity in the BIH Program.	<p>6.1a Attend the monthly DPH BIH Team Meeting and host meetings in rotation.</p> <p>6.1b Attend and participate in DPH and State BIH meetings and activities (e.g. State BIH 3-Day Annual Meeting for BIH staff in Sacramento; conference calls; focus groups; etc.).</p>	<p>10/01/16 – 04/30/17</p> <p>09/01/16 – 06/30/17</p>	<p>6.1a Meeting sign-in sheets.</p> <p>6.1b Meeting sign-in sheets/roll call.</p>

BUDGET SCHEDULE
CHILDREN'S BUREAU OF SOUTHERN CALIFORNIA
BLACK INFANT HEALTH SERVICES

	<u>Budget Period</u>
	August 16, 2016 Through <u>June 30, 2017</u>
Full-Time Salaries	\$ 315,360
Employee Benefits @ 29%	\$ 91,454
Total Full-Time Salaries and Employee Benefits	\$ 406,814
Part-Time Salaries	\$ 0
Employee Benefits @	\$ <u>0</u>
Total Part-Time Salaries and Employee Benefits	\$ 0
Total Salaries and Employee Benefits	\$ 406,814
Operating Expenses	\$ 78,186
Equipment	\$ 17,000
Rent	\$ 38,000
Subcontracts	\$ 0
Indirect Cost @ 14.7488% of Salaries	\$ <u>60,000</u>
TOTAL PROGRAM BUDGET	* \$ 600,000

*Maximum Obligation is comprised of Title V and Title XIX funds from the California Department of Public Health.

During the term of this Contract, any variation to the above budget must have prior written approval of the Department of Public Health Director or his/her designee. Funds shall only be utilized for eligible program expenses.

Exhibit B-2

BLACK INFANT HEALTH SERVICES SCOPE OF WORK JULY 1, 2017 TO JUNE 30, 2018

The Contractor must work toward achieving the following measurable objectives. The objectives shall be achieved by following the work plan, that is comprised of implementation activities, a timeline and methods of evaluation. Implementation activities are to be completed according to the timeline and are to be documented/evaluated as specified.

Goals

- Empower African American women, build resilience and reduce stress
- Promote healthy behaviors to support health, wellness and relationships
- Promote healthy relationships and enhance bonding and parenting skills
- Connect African American women with medical, social, economic and mental health services
- Engage communities to raise awareness and mobilize community action to support BIH efforts and improve conditions for African American women and their families

MEASURABLE OBJECTIVES	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATION
<p>1.1 The Contractor will maintain qualified staff to conduct a community-based Black Infant Health (BIH) Program that is relevant to African American women, culturally competent and honors the unique history/traditions of people of African American descent.</p> <p><i>BIH Fidelity Core Element</i></p> <ul style="list-style-type: none"> ➤ Are efforts made to continually ensure quality staffing of the BIH program? <p><i>A working definition of cultural competence is...</i> <i>"Cultural and linguistic competence is a set of congruent behaviors, attitudes, and policies that come together in a system, agency, or among professionals that enables effective work in cross-cultural situations. 'Culture' refers to integrated patterns of human behavior that include the language, thoughts, communications, actions, customs, beliefs, values, and institutions of racial, ethnic, religious, or social groups. 'Competence' implies having the capacity to function effectively as an individual and an organization within the context of the cultural beliefs, behaviors, and needs presented by consumers and their communities."</i></p>	<p>1.1a Maintain culturally competent staff to perform program services. The staff must possess knowledge, understanding and respect for the values and beliefs of the African American community, and support the BIH governing concepts of: culturally relevant; client-centered; strength-based; cognitive skill-building.</p> <p align="center">Staff required to perform BIH services:</p> <p>Mental Health Specialist (MHS) (1.0 Full Time Equivalent (FTE)) – This staff person is responsible for the client enrollment activities which includes, and is not limited to: program orientation; obtaining consent; initiating the first prenatal and first postpartum assessment; distributing the Group Intervention Schedule; conducting the Edinburgh Postnatal Depression Scale (EPDS); participating in group sessions. The MHS will also identify relevant mental health resources.</p> <p>Group Facilitator (GF) (2.0 FTE) – Two (2) staff (minimum) are responsible for the group intervention</p>	<p>07/01/17 – 06/30/18</p> <p>If vacant, hire within 60 days</p> <p>If vacant, hire within 60 days</p>	<p>1.1a Maintain on file for each position: current job description; recruitment ad/bulletin/flyer(s); employment applications; documentation of the position minimum requirements and supporting credentials (e.g., I9 Employment Eligibility; diploma/certification/official transcript; a valid CA driver license and auto insurance that remains current while performing program tasks/activities etc.).</p> <p align="center"><u>Position Minimum Requirements</u></p> <p>MHS – Minimum of a Master's Degree in one of the following fields: a) social work, b) counseling, or c) psychology with an emphasis on the family and/or women/children; three (3) years of experience providing direct services to the target population; socio-cultural experience(s) compatible for the target population; excellent oral and written communications; interpersonal skills; critical thinking and problem solving skills.</p> <p>GF – Minimum of a Bachelor Degree in one of the following fields: a) women/maternal, child/infant health, b) social work,</p>

Exhibit B-2

**BLACK INFANT HEALTH SERVICES
SCOPE OF WORK
JULY 1, 2017 TO JUNE 30, 2018**

The Contractor must work toward achieving the following measurable objectives. The objectives shall be achieved by following the work plan, that is comprised of implementation activities, a timeline and methods of evaluation. Implementation activities are to be completed according to the timeline and are to be documented/evaluated as specified.

MEASURABLE OBJECTIVES	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATION
	<p>activities which includes, and is not limited to: creating the Group Intervention Schedule (GIS); co-facilitating the prenatal and postpartum groups; documenting client participation; participating in case conference activities.</p> <p>Family Health Advocate (FHA) (2.0 FTE) - Two (2) staff (minimum) are responsible for the case management services which includes, and is not limited to: ensuring clients complete the Character Strengths Survey; assisting clients to create goals and develop their Life Plan; initiating follow-up assessments; maintaining consistent contact with clients; making appropriate referrals; providing support for group sessions.</p> <p>Community Outreach Liaison (COL) (1.0 FTE) - This staff person is responsible for the program recruitment activities which includes, and is not limited to: developing and implementing the Recruitment Plan (RP); cultivating and maintaining working relationships with collaborative partners to establish a network for client recruiting and referring.</p> <p>Data Entry Assistant (DEA) (1.0 FTE) - This staff person is responsible for the data management activities and the office administrative/clerical duties.</p>	<p>If vacant, hire within 60 days</p> <p>If vacant, hire within 60 days</p> <p>If vacant, hire within 60 days</p>	<p>c) health education, or d) African American Studies; three (3) years of experience providing direct services to the target population; socio-cultural experience(s) compatible for the target population; excellent oral and written communications; interpersonal skills; critical thinking and problem solving skills.</p> <p>FHA – Minimum of a Bachelor Degree or enrollment in a college/university in one of the following fields: a) women/maternal, child/infant health, b) social work, c) health education, or d) human services; three (3) years of experience providing direct services to the target population; socio-cultural experience(s) compatible for the target population; excellent oral and written communications; interpersonal skills; critical thinking and problem solving skills. For FHAs currently enrolled in college, the Bachelor degree must be completed within six (6) years from the hiring date.</p> <p>COL – Minimum of a Bachelor Degree or enrollment in a college/university in one of the following fields: a) public relations, b) marketing, or c) communications; three (3) years of experience providing information/making presentations to the target population/community; excellent oral and written communications; interpersonal skills; critical thinking and problem solving skills. For COLs currently enrolled in college, the Bachelor degree must be completed within six (6) years from the hiring date.</p> <p>DEA – Minimum of an Associate of Arts degree or enrollment in a certification program in one of the following fields: a) information systems, b) database management, or c) office technology; three (3) years of experience performing data entry/retrieval tasks; three (3) years of experience performing general office duties including word processing, answering phones, and maintaining filing systems; excellent</p>

Exhibit B-2

**BLACK INFANT HEALTH SERVICES
SCOPE OF WORK
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MEASURABLE OBJECTIVES	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATION
	<p><i>Optional additional staff positions:</i></p> <p><i>Program Supervisor (PS) – This staff person will supervise BIH staff and the implementation of the State BIH Program Group Intervention(s), Case Management Services, and the Efforts to Outcome (ETO) data system. Serve as the BIH liaison for DPH, assign new clients to a FHA as well as participate in recruitment activities.</i></p> <p><i>If a PS position is not included in the program budget, the PS duties and position minimum requirements must be assumed within the MHS position.</i></p>	<p>If vacant, hire within 60 days</p>	<p>communication and interpersonal skills; critical thinking and problem solving skills. For DEA currently enrolled in college, the Associate degree must be completed within three (3) years from the hiring date.</p> <p><i>PS – Minimum of a Bachelor Degree in one of the following fields: a) women/maternal, child/infant health, b) public/business administration, or c) a closely related health/social science field; five (5) years management experience including the supervision of 6 or more employees; socio-cultural experience(s) compatible for the target population; excellent oral and written communications; interpersonal skills; critical thinking and problem solving skills.</i></p>

Exhibit B-2

**BLACK INFANT HEALTH SERVICES
SCOPE OF WORK
JULY 1, 2017 TO JUNE 30, 2018**

The Contractor must work toward achieving the following measurable objectives. The objectives shall be achieved by following the work plan, that is comprised of implementation activities, a timeline and methods of evaluation. Implementation activities are to be completed according to the timeline and are to be documented/evaluated as specified.

MEASURABLE OBJECTIVES	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATION
2.1 The Contractor will ensure the Fiscal Manager (FM) and all BIH staff and subcontractor(s) performing program implementation activities are trained on the State-mandated Federal Financial Participation (FFP) Program and the DPH Automated Time Study procedures.	2.1a The staff/subcontractor(s)/FM will attend the State FFP Program / DPH Automated Time Study training(s).	As scheduled	2.1a Maintain training certificate/documentation in staff/subcontractor(s) personnel files.
	2.1b Contractor will use the State and DPH training materials to train new staff/subcontractor(s)/FM about the FFP Program and Automated Time Study procedures within the first two (2) weeks of their employment.	As needed	2.1b Maintain on file current copies of the State and DPH training materials. Maintain training certificate/documentation in staff/subcontractor(s) personnel files.
	2.1c As required by DPH, staff/subcontractor(s) will complete quarterly time study forms July and October 2017, and January and April 2018. Original (signed in blue ink) forms and a staffing roster will be delivered (overnight mail or hand delivery) to DPH no later than the 5 th work day of the following month.	08/07/17 11/07/17 02/07/18 05/07/18	2.1c Maintain on file copies of mail/delivery receipts.
	2.1d DPH will review original Time Study forms and return forms to the Contractor for correction. Staff/subcontractor(s) will correct and resubmit forms to DPH no later than seven (7) calendar days from receipt.	08/28/17 – 06/30/18	2.1d Maintain on file copies of corrected quarterly time studies and delivery receipts.

Exhibit B-2

**BLACK INFANT HEALTH SERVICES
SCOPE OF WORK
JULY 1, 2017 TO JUNE 30, 2018**

The Contractor must work toward achieving the following measurable objectives. The objectives shall be achieved by following the work plan, that is comprised of implementation activities, a timeline and methods of evaluation. Implementation activities are to be completed according to the timeline and are to be documented/evaluated as specified.

MEASURABLE OBJECTIVES	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATION
<p>2.2 The Contractor will ensure all BIH staff/subcontractor(s) performing program implementation activities are trained on the State-mandated Group Interventions, Case Management Services, BIH ETO System and Recruitment Procedures.</p> <p><i>DPH will coordinate core intervention training with the State BIH Program Office.</i></p>	<p>2.2a Staff/subcontractor(s) will attend State BIH group interventions, case management, BIH ETO and recruitment trainings.</p> <p>2.2b Contractor will use the State BIH group curriculums, case management protocol, ETO guidelines and recruitment procedures to train new staff/subcontractor(s) to facilitate the group intervention, to perform case management services, to use the BIH ETO System and to implement a recruitment strategy.</p> <p>The PS will develop a training schedule for each new hire within the first two (2) weeks of employment to ensure staff/subcontractor(s) are consistently acclimated to BIH Program services/job duties and responsibilities.</p> <p>The PS will submit the training schedule to DPH for review and complete training with new staff/subcontractor(s) within the first sixty (60) days of their employment.</p>	<p>As scheduled</p> <p>As needed</p>	<p>2.2a Maintain training certificate/documentation in staff/subcontractor(s) personnel files.</p> <p>2.2b Maintain on file current copies of the State BIH group curriculums, case management protocol, ETO guidelines, recruitment procedures and DPH Acknowledgment of Receipt. Maintain training certificate/documentation in staff/subcontractor(s) personnel files.</p>

Exhibit B-2

**BLACK INFANT HEALTH SERVICES
SCOPE OF WORK
JULY 1, 2017 TO JUNE 30, 2018**

The Contractor must work toward achieving the following measurable objectives. The objectives shall be achieved by following the work plan, that is comprised of implementation activities, a timeline and methods of evaluation. Implementation activities are to be completed according to the timeline and are to be documented/evaluated as specified.

MEASURABLE OBJECTIVES	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATION
<p>2.3 The Contractor will ensure all BIH staff/subcontractor(s) performing program implementation activities attend or receive appropriate staff development/training.</p> <p><i>DPH will coordinate SIDS and Safe Sleep for Infants Training and Immunizations Training.</i></p>	<p>2.3a Contractor will ensure staff/subcontractor(s) receive on-going training on perinatal health subjects (e.g., stages of pregnancy; effects of drugs, alcohol and tobacco on pregnancy; postpartum depression; family planning; child safety; nutrition and physical activity; etc.) and other topics (e.g., time management; self-care; intimate partner violence; active listening; basic counseling skills; etc.) that will improve their knowledge, skills and ability to perform program services competently with clients.</p>	<p>07/01/17 – 06/30/18</p>	<p>2.3a Maintain training certificate/documentation in staff/subcontractor(s) personnel files.</p>
	<p>2.3b Staff/subcontractor(s) will attend the DPH Sudden Infant Death Syndrome (SIDS) and Safe Sleep Training.</p>	<p>As scheduled</p>	<p>2.3b Maintain on file current DPH SIDS and Safe Sleep training materials. Maintain training certificate/documentation in staff/subcontractor(s) personnel files.</p>
	<p>2.3c The PS will review the SIDS and Safe Sleep Education Form to ensure the form is suitable for documenting one-on-one health education with clients and that FHAs are adept at using the form.</p> <p>Submit (revised) form to DPH for review and approval.</p>	<p>09/01/17</p>	<p>2.3c Maintain DPH approval on file.</p>
	<p>2.3d During case management, the FHA will educate clients about SIDS and Safe Sleep at the following intervals: during a home visit within two (2) weeks of the infant's birth; when the infant is 8 months old.</p>	<p>07/01/17 – 06/30/18</p>	<p>2.3d Maintain an up-to-date/completed SIDS and Safe Sleep Education Form in the clients' file. During the Annual Program Review client records will be reviewed for compliance.</p>

Exhibit B-2

**BLACK INFANT HEALTH SERVICES
SCOPE OF WORK
JULY 1, 2017 TO JUNE 30, 2018**

The Contractor must work toward achieving the following measurable objectives. The objectives shall be achieved by following the work plan, that is comprised of implementation activities, a timeline and methods of evaluation. Implementation activities are to be completed according to the timeline and are to be documented/evaluated as specified.

MEASURABLE OBJECTIVES	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATION
	At each interval, the FHA will observe the infant's sleeping area and sleeping position to provide the mother/parents/other caregivers appropriate feedback to reinforce SIDS and Safe Sleep messages, and will document the observations on the client's SIDS and Safe Sleep Education Form.		
	2.3e Contractor will use the DPH SIDS and Safe Sleep training materials to train new staff/subcontractor(s). Contractor will complete training within the first sixty (60) days of their employment.	As needed	2.3e Maintain training certificate/documentation in staff/subcontractor(s) personnel files.
	2.3f Staff/subcontractor(s) will attend the DPH Immunizations Training.	As scheduled	2.3f Maintain on file a current DPH Immunization Manual (training binder). Maintain training certificate/documentation in staff/subcontractor(s) personnel files.
	2.3g Contractor will use the DPH Immunization Manual to train new staff/subcontractor(s) about the importance of immunizations. Contractor will complete training within the first sixty (60) days of their employment.	As needed	2.3g Maintain training certificate/documentation in staff/subcontractor(s) personnel files.
	2.3h Staff will attend other State and DPH required/sponsored training.	As scheduled	2.3h Maintain training certificate/documentation in staff/subcontractor(s) personnel files.

Exhibit B-2

**BLACK INFANT HEALTH SERVICES
SCOPE OF WORK
JULY 1, 2017 TO JUNE 30, 2018**

The Contractor must work toward achieving the following measurable objectives. The objectives shall be achieved by following the work plan, that is comprised of implementation activities, a timeline and methods of evaluation. Implementation activities are to be completed according to the timeline and are to be documented/evaluated as specified.

MEASURABLE OBJECTIVES	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATION
	<p>2.3i The FHAs will use the BIH Case Management FHA Self-Assessment Tool for one (1) workweek each quarter to evaluate their case management skills.</p> <p>2.3j In conjunction with the FHA completing the FHA Self-Assessment Tool, the PS will complete the BIH Case Management FHA Supervision Tool to support staff development.</p>	<p>By 08/15/17 By 11/15/17 By 02/15/18 By 05/15/18</p> <p>By 08/31/17 By 11/30/17 By 02/28/18 By 05/31/18</p>	<p>2.3i Maintain on file completed FHA Case Management Self-Assessment Tools for each FHA.</p> <p>2.3j Maintain on file completed Supervision Tools that correlate with completed FHA Case Management Self-Assessment Tools.</p>

Exhibit B-2

**BLACK INFANT HEALTH SERVICES
SCOPE OF WORK
JULY 1, 2017 TO JUNE 30, 2018**

The Contractor must work toward achieving the following measurable objectives. The objectives shall be achieved by following the work plan, that is comprised of implementation activities, a timeline and methods of evaluation. Implementation activities are to be completed according to the timeline and are to be documented/evaluated as specified.

MEASURABLE OBJECTIVES	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATION
<p>3.1 The Contractor will increase awareness about African American birth outcomes and BIH Program services by conducting community engagement activities in the target area.</p> <p>TARGETED SERVICE PLANNING AREA</p> <p>SPA 1</p> <p><i>BIH Fidelity Core Element</i></p> <ul style="list-style-type: none"> ➤ Are efforts made to establish and maintain community linkages? <p><i>All flyers/educational materials purchased with BIH funding must have the State BIH logo and F5LA logo, and include a funding tag line that reads: "Funded by the California Department of Public Health, Los Angeles County Department of Public Health and First 5 LA."</i></p>	<p>3.1a The PS and COL will review the Recruitment Plan (RP) to ensure it is sufficient for establishing linkages and engagement with the community in the target area. Submit a RP bi-annually to DPH for review and approval.</p> <p>At a minimum, include in the RP: 1) a description of the way community engagement will be conducted within the target area including guidelines for staff to conduct street/provider/media outreach to recruit eligible women into groups; 2) an elevator speech that contains standardized messages about adverse health outcomes for African American women and babies, a narrative about BIH's emphasis to empower black women and a program description that will attract women to enroll; 3) a policy to follow-up referrals within 48 hours by making 3 attempts to contact; 4) a policy to complete the Recruitment Form; 5) a policy to distribute culturally appropriate program brochures, flyers and educational materials; 6) a policy to develop and maintain an up-to-date resources directory/file for staff use; 7) a policy to use the BIH Recruitment Form and the Recruitment Form for Referring Partners.</p> <p>3.1b The COL will implement the RP and enroll African American women in the BIH Recruitment Program and create a client</p>	<p>07/14/17 01/31/18</p> <p>07/01/17 – 06/30/18</p>	<p>3.1a Maintain on file a Recruitment Plan Binder that contains the Recruitment Plan and DPH approval.</p> <p>3.1b Maintain on file client records (paper/electronic). At the Annual Program Review, client records will be reviewed to ensure the established</p>

Exhibit B-2

**BLACK INFANT HEALTH SERVICES
SCOPE OF WORK
JULY 1, 2017 TO JUNE 30, 2018**

The Contractor must work toward achieving the following measurable objectives. The objectives shall be achieved by following the work plan, that is comprised of implementation activities, a timeline and methods of evaluation. Implementation activities are to be completed according to the timeline and are to be documented/evaluated as specified.

MEASURABLE OBJECTIVES	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATION
	record (paper/electronic).		Recruitment Plan Standards are achieved.
	3.1c Contractor will ensure a cross-section of 9-12 community members serve as BIH Community Council (BCC) members and will recruit members as needed. (BIH staff cannot be included in this count.)	07/01/17 – 06/30/18	3.1c Maintain in the Recruitment Plan Binder, a current BCC roster with contact information (name, organizational affiliation, title, address, phone number) for each council member.
	3.1d Conduct quarterly (minimum) BCC meetings to obtain input and support for program activities, and to work collaboratively to improve African American birth outcomes and family health in the target area.	07/01/17 – 06/30/18	3.1d Maintain in the Recruitment Plan Binder, BCC meeting notices, agendas and minutes.
	3.1e Contractor will create informal and formal partnerships with other programs, agencies and entities to support BIH clients/program services. At a minimum, one (1) of the partnerships must be with a First 5 LA-funded agency to create a referral/working relationship.	07/01/17 – 06/30/18	3.1e Maintain on file in the Recruitment Plan Binder, descriptions of informal partnerships and current (within the past two fiscal years) Memorandums of Agreement for formal partnerships.
	3.1f Schedule and participate in community engagement activities (e.g., collaborative meetings; community events; etc.) that benefit the target area. Document the staff/subcontractor(s) participating in the activity, the address where the activity takes place and if appropriate, record community participation via sign-	07/01/17 – 06/30/18	3.1f Maintain on file in the Recruitment Plan Binder (by month/year), a description of the community engagement activity/event including required documentation.

Exhibit B-2

**BLACK INFANT HEALTH SERVICES
SCOPE OF WORK
JULY 1, 2017 TO JUNE 30, 2018**

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MEASURABLE OBJECTIVES	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATION
	in/attendance sheets by obtaining original signatures <u>with</u> contact information (phone number <i>or</i> email address <i>or</i> work/home address including zip code).		

Exhibit B-2

**BLACK INFANT HEALTH SERVICES
SCOPE OF WORK
JULY 1, 2017 TO JUNE 30, 2018**

The Contractor must work toward achieving the following measurable objectives. The objectives shall be achieved by following the work plan, that is comprised of implementation activities, a timeline and methods of evaluation. Implementation activities are to be completed according to the timeline and are to be documented/evaluated as specified.

MEASURABLE OBJECTIVES	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATION
<p>4.1 The Contractor will conduct 2 Postpartum Groups and 4 Prenatal Groups with clients.</p> <p>Contractor's program site shall accommodate meetings for small group (8-12 clients) sessions that include light physical activity (e.g. yoga) and provision of healthy snacks*.</p> <p>The meeting space shall have audiovisual capacity and internet access.</p> <p>BIH Fidelity Core Elements</p> <ul style="list-style-type: none"> ➤ Do clients meet eligibility requirements? ➤ Does staff follow enrollment guidelines? ➤ Do clients participate in the full intervention? ➤ Do group sessions meet structural standards? ➤ Do group sessions meet quality of delivery standards? ➤ Are efforts made to continue working on quality assurance? <p><i>*Healthy snack allocation is capped at \$750 per group series</i></p>	<p>4.1a The MHS will review the written standardized In-take Procedure and make necessary updates to program/services information. Submit the In-take Procedure to DPH for review.</p> <p>4.1b The GFs will create a Group Intervention Schedule (GIS) for the fiscal year and submit it to DPH and provide the rationale used to determine the schedule (frequency/timing).</p> <p>4.1c Following the State BIH enrollment guidelines, the DEA will enroll eligible African American women into the BIH Program.</p> <p>Client records (paper/electronic) must be arranged/maintained in identical order, contain completed required forms and clearly show regular and consistent interaction with clients. The Contractor must use record-keeping systems that maintain client information/data <u>confidentially and securely</u>.</p> <p>4.1d GFs will implement the group series following the standards set forth in the BIH Group Curriculums, Program Standards, ETO Data Book and DPH Scope of Work.</p> <p>Staff/subcontractor(s) will encourage clients to attend and to participate fully in group sessions.</p>	<p>07/14/17</p> <p>07/14/17</p> <p>07/01/17 – 06/30/18</p> <p>07/01/17 – 06/30/18</p>	<p>4.1a Maintain on file an up-to-date In-take Procedure and DPH Acknowledgment of Receipt.</p> <p>4.1b Maintain on file the Group Intervention Schedule and DPH Acknowledgment of Receipt.</p> <p>4.1c Maintain on file up-to-date client records (paper/electronic). At the Annual Program Review, client records will be reviewed to ensure the established Program Standards are achieved.</p> <p>4.1d Maintain on file up-to-date client records, current copies of the BIH Group Curriculums, BIH Program Standards, BIH ETO Data Book and DPH Scope of Work. At the Annual Program Review, client and program records will be reviewed to ensure compliance.</p>

Exhibit B-2

**BLACK INFANT HEALTH SERVICES
SCOPE OF WORK
JULY 1, 2017 TO JUNE 30, 2018**

The Contractor must work toward achieving the following measurable objectives. The objectives shall be achieved by following the work plan, that is comprised of implementation activities, a timeline and methods of evaluation. Implementation activities are to be completed according to the timeline and are to be documented/evaluated as specified.

MEASURABLE OBJECTIVES	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATION
	<p>4.1e DPH will observe two (2) prenatal group sessions and one (1) postpartum group session and provide feedback to program staff to support BIH fidelity efforts.</p> <p>4.1f PS will observe a group session quarterly and provide feedback to program staff to support BIH fidelity efforts.</p> <p>4.1g With guidance from the State BIH Program Office, Contractor will develop a Continuous Quality Improvement (CQI) Plan. At a minimum, the CQI must include steps to conduct a mid-year Clients' Satisfaction Survey. Submit the CQI Plan to DPH for review.</p>	<p>As scheduled</p> <p>By 09/15/17 By 12/15/17 By 03/15/18 By 06/15/18</p> <p>09/29/17</p>	<p>4.1e Maintain on file by month/year DPH Group Observation Feedback Forms.</p> <p>4.1f Maintain on file by month/year PS Group Observation Feedback Forms.</p> <p>4.1g Maintain on file the CQI Plan and DPH Acknowledgement of Receipt.</p>

Exhibit B-2

**BLACK INFANT HEALTH SERVICES
SCOPE OF WORK
JULY 1, 2017 TO JUNE 30, 2018**

The Contractor must work toward achieving the following measurable objectives. The objectives shall be achieved by following the work plan, that is comprised of implementation activities, a timeline and methods of evaluation. Implementation activities are to be completed according to the timeline and are to be documented/evaluated as specified.

MEASURABLE OBJECTIVES	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATION
4.2 The Contractor will also provide case management services per guidelines established by State BIH. <i>BIH Fidelity Core Elements</i> <ul style="list-style-type: none"> ➤ Does case management meet structural standards? ➤ Does case management meet quality of delivery standards? 	4.2a The MHS will conduct an Initial Client Assessment (ICA) with all new clients and complete required forms. The purpose of the assessment is to identify the client's needs and their strengths. In collaboration with the PS, the new client will be assigned to a FHA.	07/01/17 – 06/30/18	4.2a Maintain on file client records (paper/electronic). At the Annual Program Review, client records will be reviewed to ensure established Program Standards are achieved.
	4.2b FHAs will coordinate case management services with the GFs in order to reinforce the weekly group session. Case management services include, but are not limited to: ensuring clients have prenatal care; distributing health education literature; making sure clients have health insurance; developing and updating the Life Plan; writing progress notes; conducting home visits; participating in case conferences; completing ETO forms; distributing client support materials; coaching clients in completing a home safety checklist; assisting clients to create their Birth Plan and Life Plan.	07/01/17 – 06/30/18	4.2b Maintain on file client records (paper/electronic) that document the delivery of case management services. At the Annual Program Review, client records will be reviewed to ensure established Program Standards are achieved.
	4.2c A FHA will work collaboratively with the client to assist her to create a Life Plan. The intent of the Life Plan is to help the client create personal goals that include specific activities/steps for reaching the goals.	07/01/17 – 06/30/18	4.2c Maintain on file client records (paper/electronic). At the Annual Program Review, client records will be reviewed to ensure established Program Standards are achieved.
	4.2d Staff/subcontractor(s) will provide clients with appropriate referrals that help expand and	07/01/17 – 06/30/18	4.2d Maintain on file client records (paper/electronic) that document the referrals given to each client.

Exhibit B-2

**BLACK INFANT HEALTH SERVICES
SCOPE OF WORK
JULY 1, 2017 TO JUNE 30, 2018**

The Contractor must work toward achieving the following measurable objectives. The objectives shall be achieved by following the work plan, that is comprised of implementation activities, a timeline and methods of evaluation. Implementation activities are to be completed according to the timeline and are to be documented/evaluated as specified.

MEASURABLE OBJECTIVES	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATION
	<p>strengthen the client's support system. Document the referrals and follow-up with clients to determine if services are accessed.</p> <p>4.2e Staff/subcontractor(s) will refer clients who use illicit drugs, alcohol and/or tobacco products to appropriate treatment programs.</p> <p>FHAs will monitor the client's effort to eliminate/reduce the risky behavior, provide positive reinforcement to encourage the client and supply the client with appropriate health education literature.</p> <p>Document the referrals and follow-up with clients to determine if services are accessed.</p> <p>4.2f Contractor will conduct a quarterly client-centered program activity (e.g., workshop; event; etc.) that addresses one of the following subjects: a) personal development; b) family-strengthening; c) mental health; d) physical health.</p> <p>Contractor will submit an activity plan (including activity costs) to DPH for review 45 days (minimum) prior to the event.</p>	<p>07/01/17 – 06/30/18</p> <p>By 09/29/17 By 12/29/17 By 03/30/18 By 06/15/18</p>	<p>At the Annual Program Review, client records will be reviewed.</p> <p>4.2e Maintain on file client records (paper/electronic) that document the referral(s) given to affected clients. At the Annual Program Review, client records will be reviewed.</p> <p>4.2f Maintain on file by month/year DPH Acknowledgement of Receipt, activity plans and documentation that identifies the staff that participated in the activity, the address where the activity was held, an activity flyer, pictures of the activity and participant sign-in sheets.</p>

Exhibit B-2

**BLACK INFANT HEALTH SERVICES
SCOPE OF WORK
JULY 1, 2017 TO JUNE 30, 2018**

The Contractor must work toward achieving the following measurable objectives. The objectives shall be achieved by following the work plan, that is comprised of implementation activities, a timeline and methods of evaluation. Implementation activities are to be completed according to the timeline and are to be documented/evaluated as specified.

MEASURABLE OBJECTIVES	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATION
4.3 The Contractor will ensure BIH clients have access to mental health resources.	4.3a The MHS will assess the client's EPDS and make an appropriate mental health service recommendation/referral.	07/01/17 – 06/30/18	4.3a Maintain on file client records (paper/electronic) that document the mental health referral(s) given to affected clients. At the Annual Program Review, client records will be reviewed.
	4.3b The MHS will conduct short-term basic counseling services and document the client's file for clients who report/present <u>mild</u> cases of: non-coping responses to life events; persistent family discord; continual experiences of loss.	07/01/17 – 06/30/18	4.3b Maintain on file client records (paper/electronic) that document the mental health basic counseling services provided to affected clients. At the Annual Program Review, client records will be reviewed.

Exhibit B-2

**BLACK INFANT HEALTH SERVICES
SCOPE OF WORK
JULY 1, 2017 TO JUNE 30, 2018**

The Contractor must work toward achieving the following measurable objectives. The objectives shall be achieved by following the work plan, that is comprised of implementation activities, a timeline and methods of evaluation. Implementation activities are to be completed according to the timeline and are to be documented/evaluated as specified.

MEASURABLE OBJECTIVES	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATION
<p>5.1 The Contractor will use the BIH ETO System and enter all client and program data for evaluation purposes.</p> <p><i>DPH will provide a format for the monthly Invoice and Program Narrative/Data Report. The Contractor is responsible for submitting program information in the format required by DPH.</i></p>	<p>5.1a Contractor will install all necessary computer equipment and software to meet State BIH specifications.</p> <p>5.1b The DEA/other staff/subcontractor(s) will enter, update and maintain client data in the BIH ETO System.</p> <p>5.1c As specified by DPH, no later than the 15th of the month Contractor will submit the monthly Program Narrative/Data Report and monthly Invoice (Reimbursement Claim).</p>	<p>As required</p> <p>07/01/17 – 06/30/18</p> <p>08/15/17 – 06/30/18</p>	<p>5.1a At the BIH Program site, computer equipment and software is installed and meets the required State specifications.</p> <p>5.1b At the Annual Program Review, data entered in BIH ETO will be reviewed and/or compared to data collected from the client (paper record) to ensure accuracy and completeness.</p> <p>5.1c At the time of the Annual Program Review, the DPH BIH Contractor's Invoice Log and Program Narrative/Data Report Log will be reviewed.</p>

Exhibit B-2

**BLACK INFANT HEALTH SERVICES
SCOPE OF WORK
JULY 1, 2017 TO JUNE 30, 2018**

The Contractor must work toward achieving the following measurable objectives. The objectives shall be achieved by following the work plan, that is comprised of implementation activities, a timeline and methods of evaluation. Implementation activities are to be completed according to the timeline and are to be documented/evaluated as specified.

MEASURABLE OBJECTIVES	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATION
6.1 Throughout the term of this agreement, the Contractor will maintain excellent communication and program coordination with DPH, the State BIH Program Office and other stakeholders to maximize program effectiveness and to ensure fidelity in the BIH Program.	6.1a Attend the monthly DPH BIH Team Meeting and host meetings in rotation.	09/01/17 – 03/31/18	6.1a Meeting sign-in sheets.
	6.1b Attend and participate in DPH and State BIH meetings and activities (e.g. State BIH 3-Day Annual Meeting for BIH staff in Sacramento; conference calls; focus groups; etc.).	07/01/17 – 06/30/18	6.1b Meeting sign-in sheets/roll call.

BUDGET SCHEDULE
CHILDREN'S BUREAU OF SOUTHERN CALIFORNIA
BLACK INFANT HEALTH SERVICES

	<u>Budget Period</u>
	July 1, 2017 Through <u>June 30, 2018</u>
Full-Time Salaries	\$ 349,995
Employee Benefits @ 29%	\$ 101,499
Total Full-Time Salaries and Employee Benefits	\$ 451,494
Part-Time Salaries	\$ 0
Employee Benefits @	\$ <u>0</u>
Total Part-Time Salaries and Employee Benefits	\$ 0
Total Salaries and Employee Benefits	\$ 451,494
Operating Expenses	\$ 38,782
Equipment	\$ 4,000
Rent	\$ 38,000
Subcontracts	\$ 0
Indirect Cost @ 15% of Salaries	\$ <u>67,724</u>
TOTAL PROGRAM BUDGET	* \$ 600,000

*Maximum Obligation is comprised of Title V and Title XIX funds from the California Department of Public Health.

During the term of this Contract, any variation to the above budget must have prior written approval of the Department of Public Health Director or his/her designee. Funds shall only be utilized for eligible program expenses.

BUDGET SCHEDULE
GREAT BEGINNINGS FOR BLACK BABIES, INC.
BLACK INFANT HEALTH SERVICES

	<u>Budget Period</u>
	August 16, 2016 Through <u>June 30, 2017</u>
Full-Time Salaries	\$ 389,400
Employee Benefits @ 21%	\$ 81,774
Total Full-Time Salaries and Employee Benefits	\$ 471,174
Part-Time Salaries	\$ 0
Employee Benefits @	\$ <u>0</u>
Total Part-Time Salaries and Employee Benefits	\$ 0
Total Salaries and Employee Benefits	\$ 471,174
Operating Expenses	\$ 42,947
Equipment	\$ 0
Rent	\$ 39,151
Subcontracts	\$ 0
Indirect Cost @ 9.9174% of Salaries	\$ <u>46,728</u>
TOTAL PROGRAM BUDGET	* \$ 600,000

*Maximum Obligation is comprised of Title V and Title XIX funds from the California Department of Public Health.

During the term of this Contract, any variation to the above budget must have prior written approval of the Department of Public Health Director or his/her designee. Funds shall only be utilized for eligible program expenses.

BUDGET SCHEDULE
GREAT BEGINNINGS FOR BLACK BABIES, INC.
BLACK INFANT HEALTH SERVICES

	<u>Budget Period</u>
	July 1, 2017 Through <u>June 30, 2018</u>
Full-Time Salaries	\$ 393,156
Employee Benefits @ 21%	\$ 82,563
Total Full-Time Salaries and Employee Benefits	\$ 475,719
Part-Time Salaries	\$ 0
Employee Benefits @	\$ <u>0</u>
Total Part-Time Salaries and Employee Benefits	\$ 0
Total Salaries and Employee Benefits	\$ 475,719
Operating Expenses	\$ 45,133
Equipment	\$ 0
Rent	\$ 43,764
Subcontracts	\$ 0
Indirect Cost @ 7.438% of Salaries	\$ <u>35,384</u>
TOTAL PROGRAM BUDGET	* \$ 600,000

*Maximum Obligation is comprised of Title V and Title XIX funds from the California Department of Public Health.

During the term of this Contract, any variation to the above budget must have prior written approval of the Department of Public Health Director or his/her designee. Funds shall only be utilized for eligible program expenses.

BUDGET SCHEDULE
THE CHILDREN'S COLLECTIVE, INC.
BLACK INFANT HEALTH SERVICES

	<u>Budget Period</u>
	August 16, 2016 Through <u>June 30, 2017</u>
Full-Time Salaries	\$ 293,554
Employee Benefits @ 23.98%	\$ 70,394
Total Full-Time Salaries and Employee Benefits	\$ 363,948
Part-Time Salaries	\$ 0
Employee Benefits @	\$ <u>0</u>
Total Part-Time Salaries and Employee Benefits	\$ 0
Total Salaries and Employee Benefits	\$ 363,948
Operating Expenses	\$ 81,533
Equipment	\$ 8,900
Rent	\$ 44,000
Subcontracts	\$ 0
Indirect Cost @ 15% of Salaries	\$ <u>54,592</u>
TOTAL PROGRAM BUDGET	* \$ 552,973

*Maximum Obligation is comprised of Title V and Title XIX funds from the California Department of Public Health.

During the term of this Contract, any variation to the above budget must have prior written approval of the Department of Public Health Director or his/her designee. Funds shall only be utilized for eligible program expenses.

BUDGET SCHEDULE
THE CHILDREN'S COLLECTIVE, INC.
BLACK INFANT HEALTH SERVICES

	<u>Budget Period</u>
	July 1, 2017 Through <u>June 30, 2018</u>
Full-Time Salaries	\$ 316,540
Employee Benefits @ 23.98%	\$ 75,907
Total Full-Time Salaries and Employee Benefits	\$ 392,447
Part-Time Salaries	\$ 0
Employee Benefits @	\$ <u>0</u>
Total Part-Time Salaries and Employee Benefits	\$ 0
Total Salaries and Employee Benefits	\$ 392,447
Operating Expenses	\$ 56,859
Equipment	\$ 1,400
Rent	\$ 41,200
Subcontracts	\$ 0
Indirect Cost @ 15% of Salaries	\$ <u>58,867</u>
TOTAL PROGRAM BUDGET	* \$ 550,773

*Maximum Obligation is comprised of Title V and Title XIX funds from the California Department of Public Health.

During the term of this Contract, any variation to the above budget must have prior written approval of the Department of Public Health Director or his/her designee. Funds shall only be utilized for eligible program expenses.

DEPARTMENT OF PUBLIC HEALTH
MATERNAL, CHILD, AND ADOLESCENT HEALTH SERVICES
BLACK INFANT HEALTH PROGRAM SERVICES IN LOS ANGELES COUNTY
CONTRACT AGENCY LIST

Contract Number	Contractor/Contact Information	Service Planning Area Served	Supervisory District Served	Estimated State Funding FY 2016-17 Allocation	Estimated First 5 LA FY 2016-17 Allocation	Subtotal FY 2016-17	Estimated State Funding FY 2017-18 Allocation	Estimated First 5 LA FY 2017-18 Allocation	Subtotal FY 2017-18	Total Maximum Obligation
PH-003173	Children's Bureau of Southern California (Children's Bureau)	1	5	\$323,993	\$276,007	\$600,000	\$323,993	\$276,007	\$600,000	\$1,200,000
PH-003175	The Children's Collective, Inc.	6	2	\$256,804	\$296,169	\$552,973	\$254,604	\$296,169	\$550,773	\$1,103,746
PH-003174	Great Beginnings for Black Babies, Inc.	8	2	\$324,000	\$276,000	\$600,000	\$324,000	\$276,000	\$600,000	\$1,200,000
	Project Total			*\$904,797	\$848,176	\$1,752,973	*\$902,597	\$848,176	\$1,750,773	\$3,503,746

* State allocation consists of CDPH federal Title V and Title XIX funds.

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2016-001

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Bid Detail Information**Bid Number :** 2016-001**Bid Title :** 2016-001 - IFB for Black Infant Health Services**Bid Type :** Service**Department :** Department of Public Health**Commodity :** CONSULTING SERVICE-MINORITY & SMALL BUS.**Open Date :** 3/8/2016**Closing Date :** 4/8/2016 4:00 PM**Bid Amount :** N/A**Bid Download :** [Available](#)

Bid Description : County of Los Angeles, Department of Public Health is issuing an IFB to solicit bids for contracts with qualified contractors for the provision of Black Infant Health Services. Bids are due Friday, April 8, 2016 by 4:00 p.m. PT. Electronic copies of the IFB and Addendum(s) can be obtained via the following County of Los Angeles website:
<http://publichealth.lacounty.gov/cg/index.htm> "DPH OPEN SOLICITATIONS" heading.

Contact Name : Enrique Valdez**Contact Phone# :** (000) 000-0000**Contact Email :** envaldez@ph.lacounty.gov**Last Changed On :** 3/29/2016 9:10:13 AM[Back to Last Window](#)